

stewart title



Stewart Title of Albuquerque
6759 Academy Rd. NE
Albuquerque, NM 87109
(505) 828-1700 main
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SEARCH REPORT

Date: August 13, 2012

Issued to: UNM Real Estate Department
2811 Campus Blvd. NE
Albuquerque, NM 87106
Attn: Julie Brasil

Our Ref. No. 12080192

Date & Time of issuance: August 13, 2012, at 8:00 o'clock a.m.

As per your request, we have made a search of the public records of Bernalillo County, New Mexico, which include the real property records of the County Clerk of Bernalillo County, New Mexico Second Judicial District Court as to actions relating to real property, and the United States Bankruptcy Court for the District of New Mexico, as all are posted to the joint use plant leased by Stewart Title, L.L.C.

THIS REPORT IS NOT TITLE INSURANCE. This report only provides title information contained in the above stated records and does NOT reflect unindexed or misindexed matters or any unrecorded or off record matters that may affect said land. This Company, in issuing this report assumes no liability on account of any instrument or proceedings in the chain of title to the property which may contain defects that would render such instruments or proceedings null and void or defective. All instruments in the chain of title to the property are assumed to be good and valid. This report is not a commitment to insure and therefore does not contain the requirements and exceptions which would appear in the commitment to insure or the exception which would appear in a title policy.

This Company's liability for this report is limited to the amount paid for this report and extends only to the party to which it is issued. No other party may rely on this report. This report contains no express or implied opinion, warranty, guarantee, insurance or other similar assurances as the status of title to the land.

Search has been made for the period of inception, up to and including August 9, 2012, at 8:00 o'clock a.m., covering the following:

The Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 15, Township 10 North, Range 3 East, N.M.P.M., Bernalillo County, New Mexico.

AND

A tract of land partly in the City of Albuquerque and partly in School District No. 13, Bernalillo County, New Mexico, which includes all of Lots 1, 2, and 3 and the Northerly portion of Lot 4 in Section 16, Township 10 North, Range 3 East of the New Mexico Principal Meridian, which is described by survey by Ross Engineering Office in March 1941 as follows, to-wit:

Beginning at the Northeast corner, which is the Northeast corner of said Section 16, and running thence South 0 deg. 10' West, along the East line of said Section 16, 4557.91 feet to the Southeast corner, which is a point on said Section line 183.02 feet N 0 deg. 10' East, from its intersection with the North line of Campus Boulevard;

Thence North 60 deg. 47' West, along a line which is 160 feet northerly, at right angles from the North line of Campus Boulevard and parallel thereto, 703.07 feet to the Southwest corner;

Thence North, along the East line of the Town of Albuquerque Grant, 4211.26 feet to the Northwest corner, which is the closing corner of the North line of said Section 16 on said Grant line;

Thence North 89 deg. 41' East, along the North line of said Section 16, 625.64 feet to the place of beginning. (This search focused on UNM's north golf course)

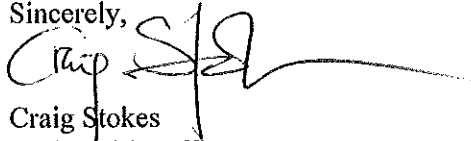
Our search reveals the following placed of record:

1. Patent, recorded August 5, 1892, in Book 44, page 73, records of Bernalillo County, New Mexico.
2. Warranty Deed, recorded January 4, 1940, in Book 170, Page 126, as Doc. No. 15678, records of Bernalillo County, New Mexico.
3. Warranty Deed, recorded February 22, 1940, in Book 170, Page 290, as Doc. No. 16727, records of Bernalillo County, New Mexico.
4. Warranty Deed, recorded April 26, 1941, in Book 179, Page 504, as Doc. No. 27205, records of Bernalillo County, New Mexico.
5. Warranty Deed, recorded January 24, 1942, in Book 189, Page 288, records of Bernalillo County, New Mexico.
6. Quitclaim Deed, recorded November 1, 1944, in Book 205, Page 545, records of Bernalillo County, New Mexico.
7. Easement, recorded December 20, 1954, in Book D-300, Page 475, records of Bernalillo County, New Mexico.
8. Lease, recorded May 16, 1958, in Book D425, Page 405, as Doc. No. 65102, records of Bernalillo County, New Mexico.
9. Easement, recorded December 20, 1967, in Book Misc. 89, Page 308, records of Bernalillo County, New Mexico.
10. Underground Easement, recorded January 3, 1968, in Book Misc. 90, Page 220, as Doc. No. 77066, records of Bernalillo County, New Mexico.
11. Easement, recorded April 23, 1969, in Book Misc. 135, Page 840, as Doc. No. 33078, records of Bernalillo County, New Mexico.

12. Commission Ordinance, recorded May 14, 1969, in Book Misc. 137, Page 779, as Doc. No. 36134, records of Bernalillo County, New Mexico.
13. Contract, recorded February 9, 1970, in Book Misc. 164, Page 97, as Doc. No. 65355, records of Bernalillo County, New Mexico.
14. Judgment, recorded March 25, 1971, in Book Misc. 209, Page 7, records of Bernalillo County, New Mexico.
15. Notice of Federal Interest, recorded October 16, 2003, in Book A66, Page 9823, as Doc. No. 2003190218, records of Bernalillo County, New Mexico.
16. REFERENCE DOCUMENTS (MAY APPLY)

Taxes show paid for the year 2011

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Stokes', with a long horizontal flourish extending to the right.

Craig Stokes
Senior Title Officer
Stewart Title of Albuquerque LLC

U. S. PATENT

CERTIFICATE NO. 1480

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

Whereas, Charles Dehus of Bernalillo County, New Mexico Territory, has deposited in the General Land Office of the United States, a Certificate of the Register of the Land Office at Santa Fe, New Mexico, Territory, whereby it appears that full payment has been made by the said Charles Dehus according to the provisions of the Act of Congress of the 24th day of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the

South half of the Northwest quarter and the North half of the Southwest quarter of Section 15, in Township Ten North of Range Three East, of New Mexico Meridian in New Mexico Territory, containing One Hundred and Sixty acres, according to the Official Plat of the survey of the said land returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said Charles Dehus.

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress, in such cases made and provided, have given and granted, and by these presents do give and grant unto the said Charles Dehus and to his heirs, the said tract above described; To Have and To Hold the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereon belonging unto the said Charles Dehus and to his heirs and assigns forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Benjamin Harrison, President of the United States of America, have caused these letters to be made Patent and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Ninth day of November, in the year of our Lord One Thousand Eight Hundred and Ninety-One, and of the Independence of the United States, the One Hundred and Sixteenth.

By the President: /s/ Benjamin Harrison
By: E. MacFarland, Assistant Secretary
I. R. Conwell, Recorder of the General
Land Office Ad Interim

(General Land Office Seal)

Recorded Vol. 4A, Page 73
Filed August 5th, 1892
Recorded Book 22, Page 193
Records of Bernalillo County, New Mexico

WE CERTIFY the foregoing is a true
copy of the original thereof.

NATIONAL TITLE COMPANY

By _____

WARRANTY DEED (15878) 32.

Floy Sulzer Bingham, et. vir.

TO

R. B. Baggeman - - - - -

STATE OF NEW MEXICO, ss.
County of Bernalillo,

I hereby certify that this instrument was filed for record on the 4 day of January, A. D. 1940, at 3:50 o'clock P. M., and was duly recorded in Book 170 of Records of Deeds and Conveyances, Page 125, on this 4 day of January, A. D. 1940.

Velma Dowdy
Clerk and Ex-Officio Recorder.

Deputy.

THIS INDENTURE, Made this 27th day of December, in the year of our Lord One Thousand Nine Hundred and thirty nine, between Floy Sulzer Bingham and Samuel H. Bingham, her husband, also known as Floy Bingham, Floy S. Bingham and S. H. Bingham respectively, parties of the first part, and R. B. Baggeman party of the second part;

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Ten - - - - - DOLLARS lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land and real estate, situate, lying and being in the County of Bernalillo, and State of New Mexico, to-wit:

South One-Half (-½) of N. 3. Quarter (-¼) and the N. 3. Quarter (-¼) of the S. 3. Quarter (-¼), all of Section Fifteen (15) Township Ten (10) North Range Three (3) East, N.W.P. Meridian, comprising One Hundred Twenty (120) Acres, Bernalillo County, New Mexico.

(\$9.00 REVENUE STAMPS ATTACHED & CANCELLED)

TOGETHER WITH ALL AND SINGULAR the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainders and remaindermen, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the part of the first part, either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto said party of the second part, his heirs and assigns forever. And the said party of the first part, for their heirs, executors, and administrators, do covenant and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the enrolling and delivery of their presents they are well seized of the premises above conveyed, of a good, sure, perfect, absolute and indefeasible estate of inheritance in law and in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and nature soever; and the above bargained premises, in the quiet and peaceable possession of the party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim, the whole or any part thereof, the said party of the first part shall and will Warrant and Forever Defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hand and seal the day and year first above written.

Floy Sulzer Bingham (SEAL)

Samuel H. Bingham (SEAL)

(SEAL)

(SEAL)

Signed, Sealed and Delivered in the presence of

STATE OF NEW MEXICO, ss.
County of San Diego,

On this 30th day of December, 1939, before me personally appeared

Floy Sulzer Bingham and Samuel H. Bingham (also known as Floy Bingham, Floy S. Bingham and S. H. Bingham, respectively)

to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

Helen C. Polk

My commission expires Jan. 28, 1941 (NOTARIAL SEAL)

Notary Public

STATE OF NEW MEXICO, ss.
County of _____,

On this _____ day of _____, 19____, before me personally appeared _____

to me personally known, who being by me duly sworn, did say that he is _____ of _____

State of _____, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal the day and year first above written.

Notary Public

My commission expires _____

County, New Mexico

WARRANTY DEED 16727-YB

VALUANT PRINTING CO., ALBUQUERQUE, N. M. 87101

ME B. MAGGOWAN and HELEN B. MAGGOWAN,
his wife

TO
LOMA VISTA INC., no stockholders

liability

STATE OF NEW MEXICO, } ss.
County of Bernalillo, }

I hereby certify that this instrument was filed for record
on the 16 day of February, A. D. 1940,
at 2:32 o'clock P. M., and was duly recorded
in Book 110 of Records of Deeds and Conveyances, Page
220, on this 22nd day of
February, A. D. 1940.

VERA KOLBY

Clerk and Ex-Officio Recorder.

Deputy.

THIS INDENTURE, Made this 16th day of February
in the year of our Lord One Thousand Nine Hundred and forty
B. B. MAGGOWAN and HELEN B. MAGGOWAN, his wife
parties
of the first part, and LOMA VISTA INC., no stockholders liability,
party, of the second part;

WITNESSETH, That the said part LOMA of the first part, for and in consideration of the sum
of One Hundred and Ninety (\$190.00) DOLLARS
lawful money of the United States, to them in hand paid by the said party of the
second part, the receipt whereof is hereby confessed and acknowledged, have granted,
bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant,
bargain, sell, remise, convey, release and confirm unto the said party of the second part,
their heirs and assigns forever, all the following described lot or parcel of land
and real estate, situate, lying and being in the County of Bernalillo, and State of New Mexico,
to-wit:

South One-half (S $\frac{1}{2}$) of N.W. Quarter (3)
and the N.W. Quarter (3) of the S.W.
Quarter (3), all in section Fifteen (15)
Township Ten (10) North Range Three (3)
East E.M.P. Meridian, comprising one
hundred twenty (120) acres, Bernalillo County
New Mexico

(NO REVENUE STAMPS ATTACHED)

TOGETHER WITH ALL AND SINGULAR the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions,
remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the part LOMA of the first part,
either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto said party of the second part, its
heirs and assigns forever. And the said part LOMA of the first part, for themselves, their heirs, executors, and administrators,
do covenant and agree, to and with the said party of the second part, its heirs and assigns, that at the time of the en-
closing and delivery of these presents, and from and to the well settled of the premises above conveyed, of a good, sure, perfect, absolute
and indefeasible estate of inheritance to law and in fee simple, and to have, good right, full power and lawful authority to grant, bargain, sell and convey the same in
manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind and
nature soever; and the above bargained premises, in the quiet and peaceable possession of the party of the second part, its heirs and assigns
against all and every person or persons lawfully claiming or to claim, the whole or any part thereof, the said part LOMA of the first part shall and will Warrant and Forever
Defend.

IN WITNESS WHEREOF, the said part LOMA of the first part has hereunto set their hand, seal and seal, the day and year first
above written.

Signed, Sealed and Delivered in the presence of

R. B. MAGGOWAN (SEAL)

HELEN B. MAGGOWAN (SEAL)

(SEAL)

(SEAL)

STATE OF NEW MEXICO,
County of Bernalillo, } ss.

On this 19th day of February, 1940, before me personally appeared
R. B. MAGGOWAN and HELEN B. MAGGOWAN, his wife,

to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same
as their free act and deed.

Witness my hand and seal the day and year last above written.

My commission expires Sept. 25, 1940 (SEAL)

ALLEENE WILCOX

Notary Public.

STATE OF NEW MEXICO,
County of } ss.

On this day of 19, before me personally appeared

who being by me duly sworn, did say that he is

a corporation organized under the laws of the
State of, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument
was signed and sealed in behalf of said corporation, by authority of its board of directors, and said
acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal the day and year first above written.

Notary Public

My commission expires County, New Mexico

THE SIGMA CHI ASSOCIATION OF THE
UNIVERSITY OF NEW MEXICO
TO
THE REGENTS OF THE
UNIVERSITY OF NEW MEXICO
STATE OF NEW MEXICO
County of Bernalillo
I hereby certify that this instrument was filed for record
on this 26th day of
April, A. D. 1941,
at 11:00 o'clock A. M. and was duly recorded
in Book 179 of Records of Deeds and Conveyances, Page
604 on this 26th day of
April, A. D. 1941.
Edna Monahan
Clerk and Ex-Officio Recorder
Mrs. Lyman Putney
Deputy

THIS INDENTURE, Made this 24th day of April
in the year of our Lord One Thousand Nine Hundred and Forty-one
between
THE SIGMA CHI ASSOCIATION OF THE UNIVERSITY OF
NEW MEXICO, a corporation
of the first part, and
THE REGENTS OF THE UNIVERSITY OF
NEW MEXICO, a corporation
of the second part
WITNESSETH: That the said part Y of the first part, for and in consideration of the sum
of ONE DOLLAR AND OTHER CONSIDERATIONS DOLLARS
lawful money of the United States, to wit: In hand paid by the said part Y of the
second part, the receipt whereof is hereby conferred and acknowledged, has granted,
bargained, sold, remised, conveyed, released and confirmed, and by these presents do grant,
bargain, sell, remise, convey, release and confirm unto the said part Y of the second part,
its successors
and assigns forever, all the following described lot, situate, being and being in the County of Bernalillo, and State of New Mexico,
to-wit:

A tract of land partly in the City of Albuquerque and partly in School
District No. 13, Bernalillo County, New Mexico, which includes all of Lots 1,
2, and 3 and the Northerly portion of Lot 4 in Section 16, Township 10 North
of Range 3 East of the New Mexico Principal Meridian, which is described by
Survey made by Rosa Engineering Office in March 1941 as follows, to-wit:
BEGINNING at the Northeast corner, which is the Northeast corner of said Section
16, and running thence South 0 deg. 10' West, along the East line of said
Section 16, 4557.91 feet to the Southeast Corner, which is a point on said Section
line 183.04 feet N. 0 deg. 10' East, from its intersection with the North line of
Campus Boulevard; thence North 60 deg. 47' West, along a line which is 160 feet
northerly, at right angles from the North line of Campus Boulevard and parallel
thereto, 703.07 feet to the Southwest corner; thence North, along the East line
of the Town of Albuquerque Grant, 4211.26 feet to the Northwest corner, which is
the closing corner of the North line of said Section 16 on said Grant line; thence
North 60 deg. 47' East, along the North line of said Section 16, 626.64 feet to
the place of beginning, containing 68.39 acres, more or less.

(\$5.50 REVENUE STAMPS ATTACHED AND CANCELED)

TOGETHER WITH ALL AND SINGULAR the hereditaments and appurtenances thereto in anywise appertaining, and the reversion and reversions,
remainder and remainders, rents, issues and profits thereof and all the estate, right, title, interest, claim and demand whatsoever of the part Y of the first part,
either in law or equity of, in and to the above bargained premises, with the hereditaments and appurtenances
TO HAVE AND TO HOLD the said premises, here bargained and described, with the appurtenances, unto the said part Y of the second part, its successors
and assigns forever. And the said part Y of the first part, for its successors
and assigns, covenant and agree, to and with the said part Y of the second part, its successors and assigns, that at the time of the re-
ceiving and delivery of these presents, the said premises, well seced of the premises above conveyed, of a good, serene, perfect, absolute
and indefeasible estate of inheritance in law and in fee simple, and his good right, full power and lawful authority to grant, bargain, sell and convey the same by par-
ol and form witnessed, and that the same are free and clear from all former and other grants, bargains, sales, leases, taxes, assessments and incumbrances of what kind and
nature, recovery and the above bargained premises, in the sole and sole possession of the part Y of the second part, its successors and assigns
against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part Y of the first part shall and will warrant and forever
defend.

IN WITNESS WHEREOF, the said part Y of the first part has hereunto set its hand and seal the day and year first
above written.
THE SIGMA CHI ASSOCIATION OF (SEAL)
THE UNIVERSITY OF NEW MEXICO (SEAL)
By Pearce O. Rodey (SEAL)
President (SEAL)

(CORPORATE SEAL)

STATE OF NEW MEXICO, 11.
County of Bernalillo, 194, before me personally appeared
On this day of

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same
as his free act and deed.

Witness my hand and seal the day and year last above written. Notary Public

My commission expires

STATE OF NEW MEXICO, 11.
County of Bernalillo, 194, before me personally appeared

On this 24th day of April, 1941, to me personally known,
Pearce O. Rodey, President

who being by me duly sworn, did say that he is a corporation organized under the laws of the
THE SIGMA CHI ASSOCIATION OF THE UNIVERSITY OF NEW MEXICO

State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument
was signed and sealed in behalf of said corporation, by authority of its board of directors, and said

acknowledged said instrument to be the free act and deed of said corporation.
Witness my hand and seal the day and year first above written. Notary Public

My commission expires May 16, 1943 (NOTARIAL SEAL) Bernalillo, County, New Mexico

COMPARED

LOMA VISTA, INC. (No
Stockholders' Liability)
a New Mexico Corporation,

WARRANTY DEED

Dated January 8th, 1942
Filed January 24th, 1942

TO

Consideration: \$1.00

THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO, a New Mexico
Corporation.

Recorded Book 189, page 288
Records Bernalillo County,
New Mexico.

GRANTING CLAUSE:

Grant, bargain, sell, remise, convey, release and confirm.

CONVEYS:

The Northwest Quarter of the Southwest Quarter, and the
Southwest Quarter of the Northwest Quarter of Section
15, Township 10 North, Range 3 East, N.M.P.M., save and
except the existing public rights of way over and across
any of the above described land as they may presently
exist, including specifically a strip of land along the
east side of the tract above described not to exceed thirty
feet in width, which will be necessary to make Stanford
Avenue a sixty foot street.

(\$6.60 REVENUE STAMPS ATTACHED AND CANCELLED)

ATTEST:

W. H. Pickett
Secretary

LOMA VISTA, INC.
(No Stockholders' Liability)

By: R. B. Waggoman
President

(CORPORATE SEAL)

STATE OF NEW MEXICO)
(SS.
COUNTY OF BERNALILLO)

On this 8th day of January, 1942, before me personally
appeared R. B. WAGGOMAN to me personally known, who, being by
me duly sworn, did say that he is President of LOMA VISTA, INC.
(No Stockholders' Liability) a corporation organized under the
laws of the State of New Mexico, and that the seal affixed to
said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said
corporation, by authority of its board of directors, and said
R. B. Waggoman acknowledged said instrument to be the free act
and deed of said corporation.

administrators and assigns, forever.

And the said party of the first part, for itself and its successors and assigns, covenants and agrees to and with the said party of the second part, her heirs, executors, administrators and assigns, that it has not done, made, committed, executed or suffered any act or acts, thing or things whatsoever, whereby or by means whereof the said premises or any part or parcel thereof are now or at any time hereafter shall or may be impeached, charged or encumbered in any manner or way whatsoever.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be executed this 2 day of August, 1940.

ALBUQUERQUE NATIONAL TRUST AND SAVINGS BANK,
of Albuquerque, New Mexico, Administrator
with the Will Annexed of the Estate of
Arthur J. Maloy, and as Trustee of the
Arthur J. Maloy Trust Fund.

By Fred Luthy
President

ATTEST:

R. M. Elder
Asst. Secretary

(SEAL)

OK RMC

STATE OF NEW MEXICO

COUNTY OF BERNALILLO....SS.

On this 2 day of August, 1940, before me personally appeared Fred Luthy, who being first duly sworn, upon oath states: That he is an officer, to-wit:

President, of Albuquerque National Trust & Savings Bank, a corporation organized and existing under the National Banking laws, with its principal place of business in Albuquerque, New Mexico; that the seal affixed to the above and foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said Fred Luthy acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Virginia Klein
Notary Public

My Commission Expires: 3/31/41

(NOTARIAL SEAL)

This instrument was filed for record on October 31, 1944, at 2:20 P. M.
recorded in Vol. 205, page 544, this 31st. day of October,
1944.

COMPART

[Signature]

Edna Honahan
Clerk & Recorder

(65778) zes

Q U I T C L A I M D E E D

WHEREAS, on the 19th day of June, 1908, Frank K. Sulzer, a single man, executed and delivered to his sister, Floy Bingham, then of Chicago, Cook County, Illinois, a power of attorney by which he authorized her to sell and convey any and all of his real estate for such price and on such terms as to her should seem best, which power of attorney was filed for record July 31, 1919 and is recorded in Book "D" of Miscel., Page 281 of the Records of Bernalillo County; and

WHEREAS, Floy Bingham, who is the same person as Floy Sulzer Bingham, on the 23th day of January, 1924, conveyed to S. H. Bingham certain lands of the said Frank K. Sulzer, by deed recorded in Book 88, Page 109 of the Records of Bernalillo County; and

WHEREAS, thereafter the titles to the lands which are the same as hereinafter described by mesne conveyance, became vested in R. B. Waggoman; and

WHEREAS, Frank K. Sulzer, a single man, who never had any children and whose parents were deceased on that date, died on the third day of December, 1928, intestate, leaving as his only heirs at law his sister, Floy Sulzer Bingham; his sister Grace Sulzer and his brother, Raymond S. Sulzer, who desire to eliminate all question of the authority of Floy Sulzer Bingham in acting under the power of attorney from Frank K. Sulzer, to have conveyed, as she did, the real estate hereinafter mentioned to S. H. Bingham, her husband.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that we, Floy Sulzer Bingham, a married woman, dealing with her sole and separate estate and Grace Sulzer, single, and Raymond S. Sulzer, dealing with his sole and separate estate, in consideration of the sum of One & No/100 (\$1.00) Dollars, do hereby remise, release and forever quitclaim unto R. B. Waggoman and unto his heirs and assigns forever the following described real estate in Bernalillo County, New Mexico; to-wit:

The E $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the
NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section
15, Township 10 North, Range
3 East, N. M. P. M., being
120 acres of land

(NO REVENUE STAMPS ATTACHED)

together with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD unto the said R. B. Waggoman and unto his heirs and assigns forever.

This deed bears no revenue stamps for the reason that it is a confirmation deed of a deed heretofore conveyed and it is intended to inure to the benefit of all of the grantees and vendees of R. B. Waggoman as fully and completely as if separate deeds had been made to such grantees and vendees.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 12th day of October, 1944.

Floy Sulzer Bingham LS
Grace Sulzer LS
Raymond S. Sulzer LS

STATE OF ILLINOIS

COUNTY OF COOK.....SS.

On this 10 day of October, 1944, before me personally appeared Floy S. Bingham, to be

known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal the day and year last above written.

My Comm. Expires:
April 30, 1946

Helen M. Hewald
Notary Public.

(NOTARIAL SEAL)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES)....ss.

On this 24th day of October, 1944, before me personally appeared Raymond S. Sulzer, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal the day and year last above written.

My Comm. Expires:
My Commission Expires Dec. 2, 1946

Lucile Jacobson
Notary Public

(NOTARIAL SEAL)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES)....ss.

On this 24 day of October, 1944, before me personally appeared Grace Sulzer, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Witness my hand and seal the day and year last above written.

My Commission Expires:
My Commission Expires Dec. 2, 1946

Lucile Jacobson
Notary Public

(NOTARIAL SEAL)

This Instrument was filed for record on Nov. 1, 1944, at 10:00 A. M.
Recorded in Vol. 205, page 545, this 1st day of November
1944.

COMPARED

Edna Monahan
Clerk & Recorder

(65834) ges

SPECIAL MASTER'S DEED

WHEREAS, the undersigned, William T. O'Sullivan, was heretofore by the District Court of Bernalillo County, New Mexico, in cause numbered 30,329 on the civil docket of said court, wherein the Home Owners Loan Corporation, a corporation, is plaintiff and J. H. Eymann, also known as John H. Eymann; Paul Yates, J. J. Yates, Ruth Yates Kouba, Robert B. Bennett, as Administrator of the Estate of Evelyn Eugenia McMillion, deceased, Albuquerque National Trust and Savings Bank, Trustee, Unknown heirs of John F. Yates, deceased, and all Unknown Claimants of interest in the Premises Adverse to the Plaintiff are defendants, appointed Special Master and ordered to proceed to the advertisement and offer for sale and sell and convey the premises hereinafter described and to make report thereon to the court, which said order and decree was made and entered on the 12th day of November, 1943, in said court and cause; and

WHEREAS, the undersigned Special Master at the hour of 10 o'clock A. M. on the 14th day of January, 1944 at the front door of the Court House in Albuquerque, Bernalillo County, New Mexico, after having given due notice of such sale by publication, according to law, including also is such notice the purpose and object of such sale, and a description of the property to be sold, proceeded with the sale and did sell the property hereinafter described to E. J. Mankin, who was the highest and best bidder for cash at said public sale for the sum of \$1925.00, all of which more particularly appears in the report of the Special Master filed in this case; and

WHEREAS, by order made on the 14th day of January, 1944, the report of the Special Master was accepted and approved by the court, the said sale was confirmed and a deed of conveyance to the property sold was ordered to be delivered to the purchaser, which said order is duly recorded in the records of the District Court of Bernalillo County, New Mexico; and

WHEREAS, each of the orders hereinbefore referred to is hereby made a part hereof by reference.

NOW, THEREFORE, THIS INDENTURE, WITNESSETH: That for and in consideration of the premises and the sum of NINETEEN HUNDRED AND TWENTY-FIVE and 00/100 Dollars (\$1925.00), paid by E. J. Mankin, the undersigned, WILLIAM T. O'SULLIVAN, SPECIAL MASTER, in accordance with the orders of the court in said cause, hereby transfers and conveys unto E. J. Mankin of Albuquerque, New Mexico, his heirs, executors, administrators and assigns, all the right, title and interest of the defendants, J. H. Eymann, also known as John H. Eymann, Paul Yates, J. J. Yates, Ruth Yates Kouba, Robert B. Bennett, as administrator of the Estate of Evelyn Eugenia McMillion, deceased, Albuquerque National Trust and Savings Bank, Trustee, Unknown heirs of John F. Yates, deceased, and all unknown claimants of interest in the premises adverse to the plaintiff, in and to the following described real estate situate in Bernalillo County, New Mexico:

lots numbered Nineteen (19) and Twenty (20) in Block numbered Thirty-four (34) of the PERNA ADDITION to the City of Albuquerque, New Mexico, as the same are shown and designated on the Map of said Addition, filed in the Office of the Probate Clerk and Ex-Officio Recorder of Bernalillo County, New Mexico, on May 1st, 1891.

(25.20 REVENUE STAMPS ATTACHED AND CANCELLED)

IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto that no covenants or warranty, either special or general, are hereby made by the party of the first part, WILLIAM

EASEMENT

THIS INDENTURE, made this 18th day of December, 1954, by and between

REGENTS OF THE UNIVERSITY OF NEW MEXICO
parties of the first part, and PUBLIC SERVICE COMPANY OF NEW MEXICO, AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO. parties of the second part,
WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give and grant unto the said parties of the second part an absolute easement to build, construct, operate and maintain a power transmission line, over and across the lands hereinafter described, and to erect all necessary poles, guy wires and other equipment and fixtures necessary to maintain the said power line across said lands at or near the points hereinafter designated, as the course of said power line across said lands; together with rights and privileges of going upon, over and across said lands for the purpose of maintaining said line, and trimming any trees

which interfere with the operation of said line; said lands being situate in the County of Bernalillo State of New Mexico, and more particularly described as follows:

An anchor easement within the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 15, T.10N., R.3E., N.M.P.M., Bernalillo County, New Mexico.

Said power line to cross said lands at the points and in the manner hereinafter set forth, to-wit:

An anchor easement two (2) feet in width, beginning on the North boundary line of the above described property at a point 883.90 feet East of the Northwest corner of said property and extending South a distance of thirty (30) feet.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written

REGENTS OF THE UNIVERSITY OF NEW MEXICO

BY

Paul F. Lamy
President

W. M. Bond
Secretary

STATE OF NEW MEXICO

COUNTY OF

On this _____ day of _____, 19____, before me, a Notary Public

known and for said County and State, personally appeared _____

and _____, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate written

Notary Public

Commission expires

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ACKNOWLEDGMENT
(CORPORATE)STATE OF NEW MEXICO,
County of Bernalillo }

On this

18th

day of

December, 1954

PAUL F. LARRAZOLO

who being by me duly sworn, did say that he is

President

The Regents of the University of New Mexico

of the State of

New Mexico

said corporation, and that said instrument was signed

and sealed in behalf of said corporation, by authority of its board of directors

PAUL F. LARRAZOLO

said corporation.

Witness my hand and seal on this the day and year first above written.

My commission expires

July 17, 1956

VALLIANT PRINTING CO., ALBUQUERQUE, N. M.

James L. Mancoske
BernalilloState of New Mexico)
County of Bernalillo,) ss
This instrument was filed for record on

12-57 DEC 21 1954

At 6:00 clock p.m. Recorded in Vol. 2-300

Certificate of Recording 475

Wm. J. Thompson, Jr., Recorder

12-30-54

of the first part, and
TELEGRAPH Co. parties
BESSETH:
that the said parties
and other valuable con-
of said parties of the
line, over and
equipment and for
hereinafter designated
going upon, over and
interiere with the oper-
New Mexico, and in
easement within
Buenos Aires, New Me
Bernalillo, City

Said power line to cr
easement five (5)
the East, five (5)
WITNESS WH
above written
J. G. RICE, JR.
SEPT 13

STATE OF NEW MEXICO,
County of Bernalillo
L. G. RICE, JR.
who being duly sworn, did say that
GRANDE DEVELOPS
New Mexico
that said instrument was
L. G. RICE, JR.
and seal on this the
July 1954

LEASE

THIS INDENTURE, made as of the 9th day of March, 1958,
 WITNESSETH: THAT The Regents of the University of New Mexico, a
 corporate body of the State of New Mexico, as Lessor, does hereby
 lease, demise and let unto the County of Bernalillo, a corporate body
 of the State of New Mexico, as Lessee, the following described premises
 situated in Albuquerque, Bernalillo County, New Mexico, to-wit:

A certain tract of land situate in Section
 15, T 10 N, R 3 E, N.M.P.M., Bernalillo County,
 New Mexico, which is a part of the lands of the
 University of New Mexico, and which is more parti-
 cularly described as follows:

BEGINNING at the Southeast Corner of said tract,
 which is a point on the westerly right-of-way line
 of Stanford Drive, N. E., a dedicated street of
 the City of Albuquerque, New Mexico, and from
 whence the southwest corner of Lot 13, Block 5,
 Sunset Terrace Addition, City of Albuquerque,
 Bernalillo County, New Mexico, bears S 8 deg 19' E,
 392.97 feet distance; thence

N. 0 deg 28' E, 250.0 feet distance along the westerly
 right of way line of said Stanford Drive, N. E., to
 the Northeast Corner; thence

N. 89 deg 32' W, 229.57 feet distance to the Northwest
 Corner; thence

S. 0 deg 28' W, 250.0 feet distance to the Southwest
 Corner; thence,

S. 89 deg 32' E., 229.57 feet distance to the Southeast
 Corner and Point of Beginning.

CONTAINING: 1.317 Acres, more or less.

BOUNDED: On the North and West by land of the
 University of New Mexico;
 On the East by Stanford Drive, N. E.; and
 On the South by a public road.

TO HAVE AND TO HOLD for a term of Ninety-nine (99) years from the
 above date yielding and paying therefore the rent of ONE DOLLAR and No/100
 (\$1.00) per year and other good and valuable considerations, receipt whereof
 is hereby acknowledged. Said rent to become due and payable on the first

day of January of each year hereafter.

1. The premises herein leased shall, during the said term, be utilized by the Lessee solely for the purposes of building, operating and maintaining the necessary facilities for a County Health Center.

2. This lease shall not be assigned and no portion of the premises or improvements thereon shall be sublet without the written consent and approval of the Lessor being first obtained; provided, that consent shall not be unreasonably withheld to any group whose purpose is to carry on the purpose for which such structures are to be erected. Consent to one such assignment or sublease shall not be deemed a consent to further assignment or sublease.

3. The Lessee herein may at its sole expense, erect and construct on the leased premises such buildings and structures as may effectuate the purpose for which the premises are leased, it being understood and agreed, however, that construction shall be commenced not later than twelve (12) months from the date hereof and the presently contemplated building be completed within thirty-six (36) months herefrom.

4. The Lessee may from time to time make alterations, additions or improvements to any building or buildings or any structures placed upon said leased premises, or build additional buildings thereon, provided, however, that before any building, alteration, addition or improvement is made, other than the presently contemplated construction, which plans have already been approved by Lessor, the Lessee shall submit to Lessor plans and specifications for such building, structure, addition or alteration, and before beginning with the work, said plans and specifications shall be approved in writing by the Lessor. In addition, all landscaping plans shall be approved by Lessor.

5. Any such work shall be done in accordance with and comply with the building ordinances and laws of the City of Albuquerque, New Mexico, and of the State of New Mexico. In doing such work, the Lessee will

comply with all workmen's compensation and other labor laws. In doing and performing such work, no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors or any other lien whatsoever shall be created against or imposed upon the said premises. The Lessee shall likewise pay and discharge any paving lien which may be imposed against the demised premises.

The Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges, including reasonable attorney fees incurred in and about the defense of any suit in discharging the said premises from any lien, suit or judgment caused or suffered by Lessee.

The Lessee agrees that it will save harmless the Lessor from every liability and claim and/or action or actions of every kind and nature which might be made, asserted, brought or accrued against the demised premises or against the Lessor on account of or arising out of any such improvement, alteration or addition.

All buildings, structures and improvements, which may be placed upon said premises, except movable furniture, furnishings, appliances and equipment, shall be deemed to be a part of the real estate leased, and shall remain thereon and shall become the property of the Lessor at the end of the term or the earlier termination of this lease.

All personal property which the Lessee is herein privileged to remove must be removed on or before the expiration of the lease; provided, however, that Lessee will repair all damage to the real estate caused by such removal.

6. The Lessee shall, at its own expense, at all times during its occupancy of the leased premises maintain and keep in sound repair all buildings and structures upon the leased premises.

7. Lessee shall not do or place or permit to be done or placed upon or in said premises and building any act, thing, or substance which will make void or voidable any insurance on or with respect to said premises and building or any part thereof.

The Lessor shall have the right, at its option, to keep and maintain insurance policies upon any insurable value upon such building or structure which the Lessor may enjoy by reason of its reversionary rights.

8. The Lessee covenants that Lessee will at all times keep all buildings and improvements on said premises and all appurtenances thereto and all sidewalks, in good, clean, safe, secure and sanitary condition and repair; and keep exterior sidewalks, approaches, walkways located upon the leased premises free and clear of ice and snow, and will conform to all municipal ordinances and laws affecting said premises and will save the Lessor harmless from any claim, penalty, damage or other charge imposed for any violation of said laws, whether occasioned by the neglect of the Lessee or any agent or person in the employ of said Lessee, or any person contracting with said Lessee. Lessee will likewise redecorate and repaint the buildings and structures at reasonable intervals.

9. Lessee shall have the privilege of removing or razing the building or buildings upon said premises at any time for the purpose of erecting in place thereof a new building or buildings, conditioned that within two years from the removal of such building or buildings, there shall be erected in place thereof a new building suitable to the location and uses of the Lessee, plans and specifications for which shall be approved by Lessor, and which shall be of the fair value and cost of construction of not less than the value of the building removed and razed.

10. In the event Lessee shall abandon such building at any time within the term of this Lease Agreement, or shall fail to keep and perform any other covenant, condition, or agreement herein provided on the part of Lessee to be performed, and such default or abandonment shall exist for a period of sixty (60) days; then, and in that event, the Lessor may serve upon said Lessee written notice of such default; and, if such default shall then continue, without being wholly remedied, for a period of sixty (60) days, the Lessor may, without further notice, declare the demise of term and this Agreement ended, and re-enter and re-possess the said premises, and the building

and improvements situated thereon, or any part thereof, and Lessee shall surrender and deliver up the said premises to Lessor, or their agents and attorneys, immediately upon termination of the demised term.

11. Lessee covenants that it will, while this lease is in force and effect, pay all rates, rentals and charges for sewer, water, gas, electric light and power, phone service, and for any and all other services furnished to the Lessee and all persons holding under it, so that neither the Lessor nor the demised premises shall be or become liable in anywise for any such charges.

12. Lessor warrants that as of the date hereof, the Lessor is seized of good title to the real estate described, free of liens and encumbrances, that Lessor will at its own expense defend such title against all claims which could in anywise be asserted against the same.

13. Lessee will hold Lessor harmless for any injury or damage either to person or property arising from any cause whatsoever which shall occur in any manner in or about said premises, where such injury or damage is not caused by the act, negligence or default of Lessor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 11 day of May, 1958.

ATTEST: REGENTS OF THE UNIVERSITY OF NEW MEXICO
By [Signature] President
[Signature] Secretary

ATTEST: COUNTY OF BERNALILLO
By [Signature] Chairman
[Signature] Clerk

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 11th day of May, 1958, by JACK KORBER, President, and FURLAY

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MacGILLIVRAY, Secretary, of the REGENTS OF THE UNIVERSITY OF NEW MEXICO,
a corporate body, of the State of New Mexico, on behalf of said corporation.

Glenn L. Mason
Notary Public

My Commission Expires:

July 19, 1960

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

SS.
The foregoing instrument was acknowledged before me this 24th day of
April, 1958, by EDWARD BALCOMB, Chairman, of the COUNTY
OF BERNALILLO, a corporate body, of the State of New Mexico, on behalf of
said corporation.

John E. Mason
Notary Public

My Commission Expires:

7-1-59

State of New Mexico)
County of Bernalillo,) SS.
This instrument was filed for record on

8:01 MAY 1 0 1958

At 8 o'clock P.m. Recorded in Vol. 425
of records of said County Folio 425

LUCY JARAMILLO, Clerk & Recorder
Paula M. Bailey, Deputy Clerk

5-16-58

EASEMENT

308

THIS INDENTURE, made this Sixth day of June, 1967, by and between
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
 first parties, and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation, and MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation authorized to do business in New Mexico, second parties, their successors and assigns.

WITNESSETH:

That the said first parties, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give and grant unto said second parties, an easement to build, construct, operate and maintain a power transmission and communications line on, over, beneath and across the lands hereinafter described, and to erect all necessary poles, guy wires and other equipment, fixtures and structures necessary to maintain the said power and communications line on, over, beneath and across said lands at or near the points hereinafter designated, as the course of said power and communications line on, over, beneath and across said lands; together with rights and privileges of going upon, over and across said lands for the purpose of maintaining said line, and trimming any trees which interfere with the operation of said line; said lands being situate in the County of Bernalillo State of New Mexico, and more particularly described as follows, to-wit:

Easements within Lots 1 and 2, Section 16, T.10N., R.3E., N.M.P.M., City of Albuquerque, Bernalillo County, New Mexico and also identified as a portion of University of New Mexico North Golf Course, said easements being more particularly described as follows:

Stub, down guy and anchor easements five (5) feet wide, being two and a half ($2\frac{1}{2}$) feet on each side of the following described centerlines:

1. Beginning at a point, whence the Northwest corner of the Golf Course bears N.0°34'E., 1039.65 feet distant for a tie, running thence N.76°24'E., a distance of forty (40) feet.
2. Beginning at a point on the proposed East R/W line of the Diversion Channel, whence the Northwest corner of the Golf Course bears N.3°11'10"W., 2624.06 feet distant for a tie, running thence N.83°28'30"E., a distance of 87.6 feet.
3. Beginning at the Northwest corner of Block 14 of Vista Larga Subdivision, running thence S.1°15'W., a distance of 65 feet.

As shown on Public Service Company of New Mexico Drawing No. A-2080-E.

This document has been reviewed and approval for signature by the Regents of the University of New Mexico is hereby given, this 1st day of June, 1967.

In WITNESS WHEREOF, the said ROBERT JACKSON, STANLEY A. KIN & ROBB first parties have hereunto set their hands and seals the day and year first above written.

BY: Robert Jackson, Stanley A. Kin & Robb (attorneys)

ATTEST

Arthur L. Mays
 Secretary-Treasurer

STATE OF NEW MEXICO

COUNTY OF

On this _____ day of _____, 19____,

before me personally appeared _____ to me known _____ to be the person _____ described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

Witness my hand and seal the day and year last above written.

NOTARY PUBLIC

My commission expires _____

ACKNOWLEDGEMENT

(CORPORATION)

STATE OF NEW MEXICO

COUNTY OF BernalilloOn this 8th day of December, 1967,

appeared Eugene J. Mays to me personally known _____, who being by me duly sworn,

did say that he is Vice President of Regents of the University of N.M.

a corporation, organized under the laws of the State of New Mexico and that the seal affixed to said instrument is

the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of

directors, and said Eugene J. Mays acknowledged said instrument to

WITNESS MY HAND AND SEAL the day and year last above written.

My commission expires July 15, 1968

NOTARY PUBLIC

309

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

DEC 20 9 19 AM 1967

Miss 89 PO 308-309

LUCY JARAMILLO

CLERK & RECORDER

Deputy

UNDERGROUND EASEMENT

77066

220

THIS INDENTURE, made this day of 19..... between

RECEIPTS OF THE UNIVERSITY OF NEW MEXICO and **PUBLIC SERVICE COMPANY OF NEW MEXICO**, a New Mexico corporation, and **THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY**, a Colorado Corporation authorized to do business in New Mexico, parties of the second part, their successors and assigns.

WITNESSETH

That the said parties of the first part, for and in consideration of the sum of One Dollar to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give, bargain, sell, grant and convey unto the said party of the second part an easement to build, construct, operate and maintain underground electric power transmission and communications lines, under and through the lands hereinafter described, and to install all necessary conduits, wires and other equipment and fixtures necessary to maintain the said power and communications lines, through and on the surface of said lands at or near the points hereinafter designated, as the course of said underground power and communications lines under and through said lands; together with free ingress and egress in, from, and over said easement with rights and privileges of going upon, over and across said lands for the purpose of maintaining said lines; said lands being situated in the County of

Bernalillo State of New Mexico, and more particularly described as follows:

An easement for underground power line and a surface mounted transformer pad within the Mt. SE 1/4 SW 1/4, Sec. 15, T. 10N., R. 3E., and more particularly described as follows:

An easement ten (10) feet wide being five (5) feet on each side of the following described centerline: beginning at a point on the South right of way line of Marble Avenue N. E., whence its intersection with the East right of way line of Stanford Drive N. E., bears S. 89°33'30" W., 268.25 feet distant; running thence as the herein described easement, S. 0°00'05" W., a distance of 70.0 feet.

The surface mounted transformer to be installed in the South end of this end of this easement.

This document has been reviewed and approval for the signature of the agents is hereby given.

WILDEY, JACKSON, SLOAN,
AKIN AND ROBE
Attorneys at Law

By: *[Signature]*

Date: 12/8/67

Parties of the first part shall have the right to use the above described real estate for purposes not inconsistent with the rights hereby granted provided that parties of the first part shall not erect or construct any building, pools, or other structure thereon, nor drill or operate any well thereon.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS hand and seal this day of 19

ATTEST: *[Signature]* (SEAL)

THE RECEIPTS OF THE UNIVERSITY OF NEW MEXICO (SEAL)

BY: *[Signature]* (SEAL)

Secretary

Vice-President

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF ss.

The foregoing instrument was acknowledged before me this day of 19..... by

My commission expires: (Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF Bernalillo ss.

The foregoing instrument was acknowledged before me this day of December, 1967

by *[Signature]* (Title of Officer) *[Signature]* (Title of Officer)
a corporation, on behalf of said corporation of New Mexico

My commission expires: (Seal)

[Signature]

FOR RECORDER'S USE ONLY

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

JAN 3 10 10 AM 1968

[Signature]

Notary Public, State of New Mexico, 82403, 12th day of April, 1969, by and between Regent
 his First Parties, and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation and THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, authorized to do business in New Mexico, Second Parties, their successors and assigns.

WITNESSETH:

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That the said First Parties, for and in consideration of the sum of One Dollar (\$1.00) to them in hand paid, and other valuable considerations, the receipt of which is hereby acknowledged, do hereby give, bargain, sell, grant and convey unto said Second Parties, an easement to build, construct, operate and maintain an electric power transmission and communications line on, over, beneath and across the lands hereinafter described, and to erect all necessary poles, guy wires and other equipment, fixtures and structures necessary to maintain the said power and communications line on, over, beneath and across said lands at or near the points hereinafter designated as the course of said power and communications line on, over, beneath and across said lands; together with free ingress and egress in, from, and over said easement with rights and privileges of going upon, over and across said lands for the purpose of maintaining said line, and trimming any trees which interfere with the operation of said line; said lands being situate in the County of Bernalillo, State of New Mexico, and more particularly described as follows, to-wit:

An easement within lands of the University of New Mexico in the SW¹ Sec. 15, T.10N., R.3E., N.M.P.M. Bernalillo County New Mexico and more particularly described as follows:

An easement ten (10) feet wide being five (5) feet on each side of the following described centerline:

Beginning at a point on the East boundary of Parcel 2, as shown on the Plat of Parcel 1-A and Utility easements, Bernalillo County Indian Hospital as filed for record in the office of the County Clerk of Bernalillo County on Sept. 5, 1968, whence the Northeast corner of Parcel 2 bears North 65.0 feet distant for a tie, running thence North eighty one feet to angle point A., thence West One Hundred fifty one feet to angle point B, thence North Two Hundred ten feet to the Northerly terminus of this easement.

Also the necessary down guy and anchor easements thirty five feet long and five (5) feet wide:

at angle point A.
 1. running East
 2. running North

at angle point B.
 1. running South
 2. running West

First parties shall have the right to use the above described real estate for purposes not inconsistent with the rights hereby granted provided that First Parties shall not erect or construct any building, pool, or other structure thereon, nor drill or operate any well thereon.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS hand and seal this day of

..... 19.....
 (SEAL)
 (SEAL)

(SEAL)
 (SEAL)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF

The foregoing instrument was acknowledged before me this day of
 19..... by

My commission expires: ()
 (Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this
 12th day of April, 1969.

.....

 (Seal)

FOR RECORDERS USE ONLY
 State of New Mexico
 County of Bernalillo
 This instrument was recorded on
 01 APR 23 1969
 A. J. [Signature]
 Clerk & Recorder
 Deputy Clerk

36134

CITY COMMISSION
April 14, 1969
V-572

779

COMMISSION ORDINANCE NO. 57-1969

AN ORDINANCE VACATING STANFORD DRIVE NE BETWEEN LOMAS BOULEVARD AND MARBLE AVENUE, REPEALING COMMISSION ORDINANCE NO. 128-1966, RECITING CERTAIN CONDITIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the University of New Mexico has undertaken a program of construction of a medical center and related facilities at or near the Bernalillo County Indian Hospital, now called the Bernalillo County Medical Center, and for the furthering of this plan has required the use of land which was included in the right of way of Stanford Drive NE, and the City of Albuquerque being informed of the plan and advised that it is in the public interest to assist in its implementation, has determined through its Planning Department, by its Planning Commission, and by its City Commission that Stanford Drive NE should be vacated and,

WHEREAS, following such decision, the City Commission of Albuquerque on December 12, 1966 adopted Commission Ordinance No. 128-1966, which in general terms vacated the right of way, and

WHEREAS, Ordinance No. 128-1966 was not published, and therefore did not become effective as a matter of law, and

WHEREAS the survey of the area to be vacated and the determination of existing installations has made it possible to complete the vacation at this time,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ALBUQUERQUE, NEW MEXICO:

SECTION 1. Stanford Drive NE between the north right of way line of Lomas Boulevard and the westerly extension of the south right of way line of Marble Avenue as shown on Sheet 17 of the map of Paving District No. 128 is hereby closed and vacated subject to easements reserved in Section 2 hereof.

SECTION 2. The City hereby reserves the following easements for public utilities, whether municipally or privately owned, which may be necessary for public use and benefit at the present time or in the future:

Two parcels of land being a portion of Stanford Drive NE, lying in the SW/4 of Section 15, T10N, R3E, NMPM, within the City of Albuquerque, New Mexico, and more particularly describe as follows:

PARCEL 1: BEGINNING at the northeast corner of Parcel "1-A" as shown and designated on a plat prepared by D. T. Morrison, Surveyor, Inc., N.M.L.S. No. 1010, and filed in the office of the County Clerk of Bernalillo County, New Mexico on September 5, 1968;

THENCE west along the northerly line of said Parcel "1-A", a distance of 21.94 ft.;

THENCE S 89°55'30" W along said northerly line, a distance of 8.06 ft. to the westerly line of said Stanford Drive NE;

Ordinance No. 57-1969 (Cont'd)

THENCE N 0°04'30" W along said westerly line, a distance of 15.00 ft.;
THENCE N 89°55'30" E, a distance of 15.00 ft.;
THENCE N 0°04'30" W, a distance of 86.42 ft.;
THENCE S 89°55'30" W, a distance of 15.00 ft. to the said westerly line;
THENCE N 0°04'30" W along said westerly line, a distance of 698.53 ft. to the westerly extension of the southerly line of Marble Avenue NE;
THENCE east along the extension of said southerly line, a distance of 40.00 ft.;
THENCE S 0°04'30" E, a distance of 799.94 ft.;
THENCE west, a distance of 10.00 ft. to the point of beginning, and containing 0.705 acres, more or less.

PARCEL 2: BEGINNING at the southeast corner of the parcel herein described, from which point the southeast corner of said Parcel "1-A" bears east along the southerly line of said Parcel "1-A" (also being the northerly line of Lomas Boulevard NE) a distance of 15.00 ft.;

THENCE west along said southerly line of Parcel "1-A", a distance of 15.00 ft.;

THENCE N 0°04'30" W along the westerly line of said Stanford Drive NE, a distance of 180.00 ft.;

THENCE east a distance of 15.00 ft.;

THENCE S 0°04'30" E, a distance of 180 ft. to the point of beginning, and containing 0.061 acres, more or less.

SECTION 3. Immediately upon the effective date of this ordinance, the land above-described shall be effectively vacated, and the City of Albuquerque by this ordinance disclaims from such date any further interest therein except for easements reserved in Section 2 hereof.

SECTION 4. Commission Ordinance No. 128-1966 is hereby superseded and specifically repealed.

SECTION 5. This ordinance is an emergency measure due to urgent public need and will be effective five days after publication in full in accordance with law.

ADOPTED: April 14, 1969

Steve R. Ramirez
Chairman, City Commission, Albuquerque, N.M.

ATTEST: _____, City Clerk

State of New Mexico
County of Bernalillo

This instrument was filed for record on

MAY 14 1969

At 7:00 clock P.M. Recorded to Folio 132
of records of said County Folio 777-780

James J. ... Clerk & Recorder
Deputy Clerk

APPROVED AS TO FORM
Date: April 14, 1969
Frank Horan
FRANK HORAN, CITY ATTORNEY

APPROVED AS TO DESCRIPTION
Date: April 14, 1969
William T. Stevens
WILLIAM T. STEVENS, CITY ENGINEER

65355

CONTRACT

P. O. Box 1293

COUNTY CLERK

After this contract has been recorded
please return to DIV. of BLDG. & INSP.

P. O. Box 1293

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WHEREAS, The Rehabilitation Center, Inc. and
hereinafter referred to as the applicants are the owners of a cer-
tain developed residential real property situated at 1023 Stanford Dr. NE
in Albuquerque, Bernalillo County, New Mexico, and more particular-
ly described as follows: to-wit:

Rehabilitation Center, Inc. lease of lands of UNM situate in the Northwest quarter
of the Southwest quarter, Sec 15, T. 10N, R. 3E, NMPH Albuquerque
And

WHEREAS, the City of Albuquerque, a Municipal corporation,
organized, situate and being in the County of Bernalillo, State of
New Mexico, hereinafter referred to as the City, is the owner of
certain real property dedicated or used as public right-of-way ad-
joining or abutting upon the land immediately above described; and,

WHEREAS, the City did by Municipal Ordinance duly and law-
fully adopted, provide for issuance of a permit to construct wind
resistant walls or fences on City property along a line bordering
the off street edge of the existing sidewalk, or if the existing
sidewalk be less than forty-two (42") inches in width, or if no
sidewalk exists, along a line parallel to the curb line of the
street and forty-two (42") inches therefrom upon proper application
of owners of developed residential property therefor,

WHEREAS, the said applicants, the owners of that certain
real property above described have applied for such a permit;

NOW THEREFORE, in consideration of the issuance of the
permit, it is mutually understood and agreed by and between the
said applicants and the said City that the said applicants may con-
struct at their own expense a wall or fence upon City property as
above described,

It is further mutually agreed, understood and covenanted by
and between the said applicants and the said City that the said
applicants shall remove or cause to be removed within 72 hours
after receipt of notice of removal any and all such fences and/or
walls,

It is further mutually agreed, understood and covenanted by
and between the said applicants and the said City that in the event
the said applicants fail to remove or cause to be removed such
walls and/or fences within 72 hours after receipt of notice of re-
moval then and in that event the said City is hereby authorized to
remove such fence and to enter upon the real property of the said
applicants as above described if such is necessary to effect such
removal; and to assess the charge for such removal to the said
applicants and to advise the applicants of such charge by placing
the charge therefor on the water bill for such premises.

This contract shall be binding upon the City and the appli-
cants and their heirs and successors in interest.

In witness hereof the applicants have affixed their hands
and seals this 26 day of January, 1970.

[Signature]
[Signature]

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO)

On this 26 day of January, 1970, before me personally
appeared [Signature], to me known to be the
person described in and who executed the foregoing instrument and
acknowledged that he executed the same as his free act and deed,

WITNESS MY HAND AND SEAL the day and year last above written.

[Signature]

NOTARY PUBLIC

State of New Mexico } SS
 County of Bernalillo }
 This instrument was filed for record on

FEB 9 1970 *mise*
 At *2* o'clock *P*.m. Recorded in Vol. *164*
 of records of said County Folio *92-98*
Larry J. ... Clerk & Recorder
 Deputy Clerk



7
17000

Petitioner

MAR 16 1951

—www.ck12.org—

CLERK DISTRICT COURT

Defendant.

ILLINOIS

This matter coming on for jury trial on March 1, 1971, before the Honorable Robert W. Reidy, District Judge; Stanley P. Suris appearing for the Petitioner; the Defendant appearing by Jackson G. Akin and John S. Salazar of Rodey, Dickason, Sloan, Akin and Robb, its Attorneys, and the Petitioner, through its attorney, having announced ready for trial;

Thereupon the said cause was tried to a duly empaneled and qualified jury and after submission of the case, the jury returned its verdict in open court on March 5, 1971, and the Court having received the same, did assess damages in favor of the Defendant, The Regents of the University of New Mexico and against the Petitioner in the amount of \$426,500.00 for the lands condemned due to the taking of easements for Phase III of the North Diversion Channel of the Albuquerque Metropolitan Arroyo Flood Control Authority, in Bernalillo County, New Mexico.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that judgment be, and it hereby is, rendered against the Petitioner, Albuquerque Metropolitan Arroyo Flood Control Authority, and in

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favor of Defendant The Regents of the University of New Mexico, in the sum of Four Hundred Twenty-six Thousand Five Hundred and No/100ths (\$426,500.00) Dollars, together with interest upon Three Hundred Thirty-six Thousand Six Hundred Sixty-seven and No/100ths (\$336,667.00) Dollars of such amount at the rate of Six (6%) per centum per annum from the 18th day of October, 1966, to the date of payment by Petitioner to the Clerk of this Court, it appearing from the records of this Court and other agreements between the parties that the Petitioner incurred expenses for the use and benefit of said Defendant in the sum of Eighty-Nine Thousand Eight Hundred Thirty-three and No/100ths (\$89,833.00) Dollars.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by this Court that the land and premises described in the Petition filed in this Court belonging to the Defendant The Regents of the University of New Mexico and described as follows, to-wit:

PARCEL NO. W-23-1-1

A certain parcel of land situate within Sections 15 and 16, Township 10 North, Range 3 East, New Mexico Principal Meridian, within the City Limits of the City of Albuquerque, Bernalillo County, New Mexico, which is more particularly described by metes and bounds as follows:

Beginning at ANAFCA North Diversion Channel center-line Station 486 + 70.69, a point on the easterly boundary of the Town of Albuquerque Grant; whence the Northeast corner of Lot numbered One (1) in Block numbered Twenty-three (23) of COUNTRY CLUB ADDITION, First Extension North, as shown on the plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 16, 1938, bears S 00° 34' 00" W, 2,930.77 feet distance; thence,

N 00° 34' 00" E, 331.56 feet distance along said easterly boundary of the Town of Albuquerque Grant to the most northerly corner of the parcel herein described; thence,

S 07° 06' 03" E, 657.57 feet distance to a point; thence,

S 07° 33' 33" E, 1,073.91 feet distance to a point of Tangent to Spiral; thence,

Southeasterly, 127.64 feet distance along a spiral to the left (said spiral having an angle Theta equal to 03° 15' 00" and a chord which bears S 08° 38' 33" E, 127.62 feet distance) to a point of Spiral to Curve; thence,

Southeasterly, 876.86 feet distance along the arc of a curve bearing to the left (said arc having a radius of 1,104.32 feet and a chord which bears S 33° 33' 23" E, 854.01 feet distance) to a point; thence,

S 33° 41' 47" W, 1.42 feet distance to a Point on Curve; thence,

Southeasterly, 154.97 feet distance along the arc of a curve bearing to the left (said arc having a radius of 1,105.74 feet and a chord which bears S 60° 19' 07" E, 154.84 feet distance) to a point of Curve to Spiral; thence,

Southeasterly, 127.72 feet distance along a spiral to the left (said spiral having an angle Theta equal to 03° 15' 00" and a chord which bears S 66° 30' 01" E, 127.70 feet distance) to a point of Spiral to Tangent; thence,

S 67° 35' 01" E, 469.79 feet distance to a point; thence,

S 22° 24' 59" W, 40.18 feet distance to AMAFCA North Diversion Channel center-line Station 518 + 73.60; thence,

S 22° 24' 59" W, 40.18 feet distance to the most southerly corner of the parcel herein described; thence,

N 67° 35' 01" W, 469.79 feet distance to a point of Tangent to Spiral; thence,

Northwesterly, 132.28 feet distance along a spiral to the right (said spiral having an angle Theta equal to 03° 15' 00" and a chord which bears N 66° 30' 01" W, 132.26 feet distance) to a point of Spiral to Curve; thence,

Northwesterly, 166.23 feet distance along the arc of a curve bearing to the right (said arc having a radius of 1,186.10 feet and a chord which bears N 60° 19' 07" W, 166.09 feet distance) to a point; thence,

S 33° 41' 47" W, 1.42 feet distance to a Point on Curve; thence,

Northwesterly, 942.93 feet distance along the arc of a curve bearing to the right (said arc having a radius of 1,187.52 feet and a chord which bears N 33° 33' 23" W, 918.35 feet distance) to a point of Curve to Spiral; thence,

Northwesterly, 132.36 feet distance along a spiral to the right (said spiral having an angle Theta equal to 03° 15' 00" and a chord which bears N 06° 38' 33" W, 132.34 feet distance) to a point of spiral to Tangent; thence,

N 07° 33' 33" W, 1,073.91 feet distance to a point; thence,

N 06° 01' 03" W, 35.85 feet distance to a point on the easterly boundary of the Town of Albuquerque Grant; thence,

N 00° 34' 00" E, 296.44 feet distance along said easterly boundary of the Town of Albuquerque Grant to AMAPCA North Diversion Channel center-line Station 486 + 70.69, the place of beginning of the parcel herein described, and containing 6.106 acres, more or less.

NOTE: All bearings of the preceding description are on the New Mexico State Plane grid, Central Zone.
Delta Alpha = -00° 12' 48"
13 February 1969

PARCEL NO. M-21-1-2

A certain parcel of land situate within Section 15, Township 10 North, Range 3 East, New Mexico Principal Meridian, within the City Limits of the City of Albuquerque, Bernalillo County, New Mexico, which is more particularly described by metes and bounds as follows:

Beginning at AMAPCA North Diversion Channel center-line Station 518 + 73.60, whence the Northeast corner of Lot

numbered One (1) in Block numbered Twenty-three (23) of COUNTRY CLUB ADDITION, First Extension North, as shown on the plat of said Addition, filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 16, 1938, bears S 75° 39' 02" W, 1,461.44 feet distance; thence,

N 22° 24' 59" E, 25.00 feet distance to the most northerly corner of the parcel herein described; thence,

S 67° 35' 01" E, 60.32 feet distance to a Point of Curvature; thence,

Southeasterly, 551.32 feet distance along the arc of a curve bearing to the right (said arc having a radius of 597.96 feet and a long chord which bears S 41° 10' 12.5" E, 532.00 feet distance) to a Point of Tangency; thence,

S 14° 45' 24" E, 112.79 feet distance to the most easterly corner of the parcel herein described; thence,

S 75° 14' 36" W, 25.00 feet distance to AMAFCA North Diversion Channel center-line Station 525 + 75.15; thence,

S 75° 14' 36" W, 25.00 feet distance to the most southerly corner of the parcel herein described; thence,

N 14° 45' 24" W, 112.79 feet distance to a Point of Curvature; thence,

Northwesterly, 505.22 feet distance along the arc of a curve bearing to the left (said arc having a radius of 547.96 feet and a long chord which bears N 41° 10' 12.5" W, 487.51 feet distance) to a Point of Tangency; thence,

N 67° 35' 01" W, 60.32 feet distance to the most westerly corner of the parcel herein described; thence,

N 22° 24' 59" E, 25.00 feet distance to AMAFCA North Diversion Channel center-line 518 + 73.60, the place of beginning of the parcel herein described, and containing 0.605 acre, more or less.

NOTE: All bearings of the preceding description are on the New Mexico State Plane grid, Central Zone.
Delta Alpha = -00° 12' 42"
9 April 1969

be, and they hereby are, condemned and appropriated for the use and purposes set forth in the Second Cause of Action of the First Amended Petition on file in this Court and that the Petitioner be, and hereby is, adjudged to be the owner of the estates described hereinafter in parcels N-23-1-1 and N-23-1-2 upon the payment of \$336,667.00, with interest thereon at 6% per annum from October 18, 1966, to the Clerk of the District Court of Bernalillo County for the use and benefit of Defendant The Regents of the University of New Mexico.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner be, and hereby is, adjudged to be the owner of the following property rights in the land described in the petition as Parcel N-23-1-1,

"The permanent easement to construct, operate and maintain a concrete lined flood control channel in that area located within 29.6 feet of the centerline of Parcel N-23-1-1, and the permanent easement to operate its maintenance vehicles upon the remaining areas of said parcel; RESERVING to the owner and its successors in function, the right and privilege to construct, operate and maintain bridges, buildings and other structures at any locations within said parcel, and to use any portion of said parcel located more than 29.6 feet from said centerline for any other activity or purpose (excepting tree planting and excessive soil vibration) at any time to time desire;

PROVIDED that any portion of any such structure which extends below the elevation above mean sea level of the top of the closest point on the concrete lip of the North Diversion Channel shall be designed, constructed and maintained in accordance with civil engineering practices current at the time of construction in such manner as will permit the passage of 6000 cubic feet of water per second through the channel with a 3 foot clearance between water surface and the top of the concrete lip, and in such manner as will not impair the structural characteristics of the channel.

PROVIDED FURTHER that 100 foot long segments of the channel located not more than 300 feet apart, as measured along the centerline of said parcel, shall be left uncovered and accessible from both sides of the channel by petitioner's maintenance equipment, with the first such segment located at the easterly end of said parcel;

PROVIDED FURTHER that no structure may be placed upon any portion of said parcel located more than 29.6 feet from said centerline unless a passage 12 feet wide and 13 feet high is provided for the Petitioner's maintenance vehicles through, over or around such structure; and

PROVIDED FURTHER that the design, plans and specifications of any structure to be placed within said parcel shall be submitted to the Petitioner prior to commencement of construction, so that Petitioner may determine whether the foregoing provisions will be complied with. "

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Petitioner be, and hereby is, adjudged to be the owner of the following property rights in the land described in the Petition as Parcel N-23-1-2:

"The permanent easement to construct, operate and maintain a double 12 foot by 12 foot concrete box culvert for the conveyance of storm waters beneath a plane whose exterior edges are the exterior boundaries of Parcel N-23-1-2, and whose elevation above mean sea level descends at a uniform rate from 5,135.5 feet above mean sea level at the edge bounding Lomas Boulevard to 5,128.5 feet above mean sea level at the edge bounding Parcel N-23-1-1, RESERVING to the owner of said real estate, and its successors in function, the exclusive right and privilege to use all of said real estate above said plane in any way and for any purpose or activity, including removal of earth cover from the top of said box culvert, it may from time to time desire;

PROVIDED that no such uses shall (when added to the weight of any earth fill now or hereafter in place above said plane) cumulatively result in a permanent or temporary load in excess of 1,100 pounds per square foot at any point upon the surface of said plane, and

PROVIDED FURTHER that the Petitioner may enter upon and excavate within said real estate above said plane for the purpose of repairing said culvert upon the condition that it promptly restore at its expense said real estate and any lawns, paving, buildings or other structures located above said plane and damaged by such repair activities."

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IT IS FURTHER ORDERED that the Petitioner is granted the temporary easement to construct and maintain four drainage structures adjacent to the east boundary of Parcel M-23-1-1, which temporary easement shall terminate upon the construction by others of substitute drainage facilities, such as paved street, curb and gutter sections or storm sewers, which provide for discharge into the North Diversion Channel of storm waters.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that \$426,500.00 is just compensation for the lands and interests of the Defendant The Regents of the University of New Mexico taken or damaged in this action, and is in full and complete payment and satisfaction of any claims that said Defendant and its successors and assigns might now or hereafter have by reason of the condemning of the above-described lands.

IT IS FURTHER ORDERED that the sum of \$336,667.00, together with interest on said \$336,667.00 at the rate of 6% per annum from October 18, 1966, plus the costs of Defendant which are hereby taxed at \$ 718.75, be paid to the Clerk of District Court of Bernalillo County for the use and benefit of Defendant The Regents of the University of New Mexico, and that such sum be disbursed by the Clerk as follows:

1. The entire amount thereof to be mailed to Defendant The Regents of the University of New Mexico, in care of Rodey, Dickason, Sloan, Akin and Robb, Attorneys at Law, P. O. Box 1898, Albuquerque, New Mexico 87103.

DISTRICT JUDGE

APPROVED:

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J. S. [Signature]
ATTORNEY FOR PETITIONER

J. Jackson S. [Signature]
ATTORNEY FOR DEFENDANT
THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO

Entered 16th Mar 71
By *[Signature]*

CERTIFICATE

I, SALOMON VALLEJOS, Clerk of the District Court for the Second Judicial District, within and for Bernalillo County, State of New Mexico, do hereby certify that payment in full of the foregoing Judgment has been made into the Registry of this Court in accordance with the foregoing Judgment.

SALOMON VALLEJOS, CLERK

BY *[Signature]*
DEPUTY CLERK

State of New Mexico } SS
County of Bernalillo
This instrument was filed for record on

MAR 28 1971 MISC
At 11:00 a.m. Recorded in Book 309
of records of said County Vol. 1516
..... Clerk & Recorder
..... Deputy Clerk

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

NOTICE OF FEDERAL INTEREST

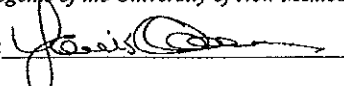
On September 15, 2003, the National Institute of Health [NIH/NCRR] awarded Grant Number 1 CO6 RR18888-01, *Research Facility: Neurobiology Research Laboratory*, to the Regents of the University of New Mexico for its public operation known as the Health Sciences Center. The grant provided federal funds for the construction which is located on the following described land in Bernalillo County, State of New Mexico, particularly described as follows:

A portion of the property on north campus of the University of New Mexico, acquired on 1-8-42 with a warranty deed, (File Folder: Loma Vista Acquisition), described herein as T 10N R3E, Sec. 15, NW ¼ SW ¼, SW ¼ NE ¼ in Albuquerque, New Mexico, 87131, Bernalillo County;

The grant incorporated conditions which include restrictions on usage of a 26,403 net square feet of the aforementioned property and provided for a continuing federal interest in the property from the date of occupancy, anticipated to be April 21, 2006 to the end of the 20-year usage period, anticipated to be April 21, 2026. Specifically, the property may not be [1] used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations, [2] mortgaged or otherwise used as collateral without the written permission of the NIH/NCRR or [3] sold or transferred to another party without the written permission of the NIH/NCRR. These conditions are in accordance with the statutory provisions set forth in 45 Code of Federal Regulations Part 74 and the NIH/NCRR Grants Policy Statement.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be given to the Grants Management Officer, NIH/NCRR.

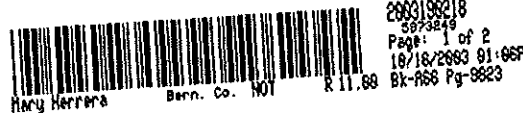
For the Regents of the University of New Mexico

Signature: 

Name: Louis Caldera, M.B.A., J.D.

Title: President, University of New Mexico

Date: 10-15-03




STATE OF NEW MEXICO
COUNTY OF BERNALILLO

On this 14th day of October, 2003, before me, the undersigned, a Notary Public for the County of Bernalillo, New Mexico, personally appeared Louis Caldera, of the University of New Mexico, and known to me to be the person who executed the within instrument on behalf of said Regents of the University of New Mexico, and acknowledged to me that he executed the same as the free act and deed of said University.

Witness my hand and official seal.

Amie M. Pargas in and for Bernalillo
Notary Public the County of
State of New Mexico


Mary Herrera Bern. Co. NOT R 11.00 2003190218
5973249
Page: 2 of 2
10/18/2003 01:06P
Bk-RSS Pg-9823

LONG TERM LEASE

1. This lease agreement, made this 16th day of November, 1956, between the REGENTS OF THE UNIVERSITY OF NEW MEXICO, party of the first part, hereinafter called "Lessor", and THE NEW MEXICO SOCIETY FOR CRIPPLED CHILDREN AND ADULTS, INC., a non-profit New Mexico Corporation, party of the second part, hereinafter called "Lessee".

WITNESSETH:

2. That each of the aforesaid parties acknowledges the receipt of a valuable consideration from the other and they and each of them act herein in further consideration of the engagements of the other as herein stated.

3. That Lessor has and does hereby demise and lease unto the said Lessee the following described premises in the City of Albuquerque, County of Bernalillo, State of New Mexico, to-wit:

Situate in the Northwest Quarter of the Southwest Quarter of Section 15, Township 10 North, Range 3 East, N.M.P.M.

and more particularly described as follows:

Beginning, for a tie, at the Southwest Corner of Lot 18 in Block 5 of Sunset Terrace Addition, Albuquerque, New Mexico, as the same is shown and designated on the Plat of said Addition filed in the office of the County Clerk of Bernalillo County, New Mexico, on December 19, 1928, and running thence Northerly along the Westerly line of said Lot 18 (being also the Easterly line of Stanford Drive NE), 23.85 feet; thence Westerly at Right-Angles from said Lot and Drive line, 60.00 feet to the Northeast corner and beginning-point of the Parcel herein described;

Thence Southerly, along a line parallel with and 60.00 feet Westerly from said Lot and Street line, 144.00 feet to the Southeast corner of the Parcel herein described;

Thence Westerly, making an included angle of $90^{\circ}00'$, 236.71 feet to the Southwest corner of the Parcel herein described;

Thence Northerly, making an included angle of $89^{\circ}35'$, 166.54 feet to the Northwest corner of the Parcel herein described;

thence Easterly, making an included angle of $84^{\circ}57'$,
236.58 feet to the Northeast corner and beginning
point of the Parcel herein described, the included
angle at said Northeast corner being $95^{\circ}28'$;

Containing 0.842 Acres, more or less.

To have and to hold the above described premises unto the
Lessee for a period of fifty (50) years, commencing on the 1st
day of January, 1957, and ending on the 31st
day of December, 2006.

It is understood and agreed that \$1.00 per year shall be
paid as rental for the use of the premises as aforesaid.

The premises herein leased shall, during the demised term,
be utilized by the Lessee solely for the purpose of devoting the
leased premises and all buildings and structures erected or placed
thereon for the rehabilitation of handicapped people young and old,
residing in the State of New Mexico and areas adjacent thereto.

This lease shall not be assigned and no portion of the
premises or improvements thereon shall be sublet without the
written consent and approval of the Lessor being first obtained;
provided, that consent shall not be unreasonably withheld to any
group whose purpose is to carry on the purpose for which such
structures are to be erected. Consent to one such assignment or
sublease shall not be deemed a consent to further assignment or
sublease.

Any assignment or subletting of the premises or any part
thereof or of any building or structure thereon without such
written consent shall operate as a forfeiture of the lease, in
which event, all rights of the Lessee hereunder shall forthwith
cease and determine.

The Lessee herein may, at its sole expense, erect and
construct upon the leased premises such buildings and structures
as may effectuate the purposes for which the premises are leased,

it being understood and agreed, however, that the construction of such buildings shall be commenced no later than twenty-four months from the date hereof, and failure to so commence such construction shall operate as a cancellation of such lease, and it shall from such date be null and void and of no effect. In the event construction is not completed in forty-eight months from the date hereof, the lease may, at the option of the Lessor, be cancelled.

9. The Lessee may from time to time make alterations, additions or improvements to any building, buildings or structures placed upon the leased premises.

10. Before any building or structure is erected upon such premises, or any alteration, addition or improvement to any building or structure is made, the Lessee shall submit to the Lessor plans and specifications for such building, structure, addition or alteration and, before beginning with the work, said plans and specifications shall be approved in writing by the Lessor. In addition, all landscaping plans shall be approved by Lessor.

11. Any such work shall be done in accordance with and comply with the building ordinances and laws of the City of Albuquerque, New Mexico, and of the State of New Mexico. In doing such work, the Lessee will comply with all workmen's compensation and other labor laws. In doing and performing such work, no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors or any other lien whatsoever shall be created against or imposed upon the said premises. The Lessee shall likewise pay and discharge any paving lien which may be imposed against the demised premises.

The Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges, including reasonable attorney fees incurred in and about the defense of any suit in discharging the said premises from any lien, suit or judgment caused or suffered by Lessee.

The Lessee agrees that it will save harmless the Lessor from every liability and claim and/or action or actions of every kind and nature which might be made, asserted, brought or accrue against the demised premises or against the Lessor on account of or arising out of any such improvement, alteration or addition.

All buildings, structures and improvements, which may be placed upon said premises, except movable furniture, furnishings, appliances and equipment, shall be deemed to be a part of the real estate leased, and shall remain thereon and shall become the property of the Lessor at the end of the term or the earlier termination of this lease.

All personal property which the Lessee is herein privileged to remove must be removed on or before the expiration of the lease; provided, however, that Lessee will repair all damage to the real estate caused by such removal.

12. The Lessee shall, at its own expense, at all times during its occupancy of the leased premises maintain and keep in sound repair all buildings and structures upon the leased premises.

13. The Lessee covenants that the Lessee shall at all times during the term of this lease keep all buildings which may be erected or placed on the leased premises insured against loss or damage by fire insurance companies of generally recognized responsibility and credit in an amount equal to not less than eighty (80) per cent of the fair insurable value thereof.

Lessee shall not do or place or permit to be done or placed upon or in said premises and building any act, thing, or substance which will make void or voidable any insurance on or with respect to said premises and building or any part thereof.

The Lessor shall have the right, at its option, to keep and maintain insurance policies upon any insurable value upon such building or structure which the Lessor may enjoy by reason of its reversionary rights.

14. The Lessee covenants that Lessee will at all times keep all buildings and improvements on said premises and all appurtenances thereto and all sidewalks, in good, clean, safe, secure and sanitary condition and repair; and keep exterior sidewalks, approaches, walkways located upon the leased premises free and clear of ice and snow, and will conform to all municipal ordinances and laws affecting said premises and will save the Lessor harmless from any claim, penalty, damage or other charge imposed for any violation of said laws, whether occasioned by the neglect of the Lessee or any agent or person in the employ of said Lessee, or any person contracting with said Lessee. Lessee will likewise redecorate and repaint the buildings and structures at reasonable intervals.

15. Lessee shall have the privilege of removing or razing the building or buildings upon said premises at any time for the purpose of erecting in place thereof a new building or buildings, but prior to such removal or razing a bond or satisfactory security shall be executed to and deposited with Lessor, in a sum equal to the value of the building removed or razed, conditioned that within two years from the removal of such building or buildings, there shall be erected in place thereof a new building suitable to the location and uses of the Lessee, plans and specifications for which shall be approved by Lessor, and which shall be of the fair value and cost of construction of not less than the value of the building removed and razed, and in case of failure to erect said building or buildings within the time herein specified, the amount of the bond or the value of the security shall be paid to Lessor for failure to erect such building.

16. In the event Lessee shall abandon such building at any time within the term of this Lease Agreement, or shall fail to keep and perform any other covenant, condition, or agreement herein provided on the part of Lessee to be performed, and such default or

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This agreement shall exist for a period of 60 days, then, and in that case, the Lessor may serve upon said Lessee written notice of such default; and, if such default shall then continue, without being remedied, for a period of 30 days, the Lessor may, without further notice, declare the demised term and this agreement ended, and re-enter and re-possess the said premises, and the building and improvements situated thereon, or any part thereof, and Lessee shall surrender and deliver up the said premises to Lessor, or their agents and attorneys, immediately upon termination of the demised term.

12. Lessee covenants that it will, while this lease is in force and effect, pay all rates, rentals and charges for sewer, water, gas, electric light and power, phone service, and for any and all other services furnished to the Lessee and all persons residing under it, so that neither the Lessor nor the demised premises shall be or become liable in anywise for any such charges.

13. Lessor warrants that as of the date hereof, the Lessor is seized of good title to the real estate described, free of liens and encumbrances, that Lessor will at its own expense defend such title against all claims which could in anywise be asserted against the same.

14. Lessee will indemnify and hold Lessor harmless for any injury or damage either to person or property arising from any cause whatsoever which shall occur in any manner in or about said premises where such injury or damage is not caused by the act, negligence or default of Lessor.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 29th day of November, 1956.

ATTEST:

Lucian M. McElhenny

REGENTS OF THE UNIVERSITY OF NEW MEXICO

By John R. ...

ATTEST:

Ray W. Foley
Secretary

THE NEW MEXICO SOCIETY FOR CRIPPLED CHILDREN AND ADULTS, INC.

By James H. ...

STATE OF NEW MEXICO

County of Bernalillo . . . ss

On this 24th day of November, 1956, before me personally appeared JACK ROBER, to me personally known, who being by me duly sworn did say that he is President of REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate under the laws of the State of New Mexico, and that the seal affixed to said instrument is the corporate seal of said body corporate, and that said instrument was signed and sealed in behalf of said body corporate, by authority of its board of directors, and said Jack Rober acknowledged said instrument to be the free act and deed of said body corporate.

Witness my hand and seal the day and year last above written.

Eleanor L. Mason
Notary Public

My commission expires:

July 19, 1960

ACKNOWLEDGMENT
(CORPORATE)

STATE OF NEW MEXICO,

County of Bernalillo } ss.

On this 8th day of December, 1956

Paul W. Robinson

before me personally appeared

to me personally known,

who being by me duly sworn, did say that he is President

non-profit of

New Mexico Society for Crippled Children and Adults, Inc.

corporation organized under the laws

of the State of New Mexico

and that the seal affixed to said instrument is the corporate seal of

said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said

Paul W. Robinson

acknowledged said instrument to be the free act and deed of

said corporation.

Witness my hand and seal on this the day and year first above written.

Ben J. Grant Notary Public
Bernalillo County, New Mexico

My commission expires November 9, 1958

VALLIANT PRINTING CO., ALBUQUERQUE—70013

State of New Mexico }
County of Bernalillo, } ss

This instrument was filed for record on

10:22 DEC 11 1956

At 10:22 o'clock am Recorded in Vol. 10370
of records of said County Folio 505

MAY CLECHORN Clerk & Recorder
James H. Hart Deputy Clerk

12-11-56

SECOND SUPPLEMENTAL LEASE AGREEMENT

THIS SECOND SUPPLEMENTAL LEASE AGREEMENT, is made by and between THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a corporate body of the State of New Mexico, (hereinafter called "Landlord") and the COUNTY OF BERNALILLO, a political subdivision of the State of New Mexico (hereinafter called "Tenant").

1. Recitals. Landlord and Tenant have entered into a Lease Agreement, dated March 9, 1967, under the terms of which certain premises situated in Albuquerque, Bernalillo County, New Mexico, were leased to Tenant for hospital facilities for a term of fifty (50) years, hereafter referred to as the "Original Lease." The Original Lease was amended by a First Supplemental Lease Agreement dated March 19, 1983 ("First Supplement"). Landlord and Tenant agree to amend the Original Lease and the First Supplement in the following respect.

2. Amended Property Description. The legal descriptions contained in the Original Lease and the First Supplement are hereby amended to substitute therefor the property described on Exhibit "A" attached hereto.

Subject to easements, restrictions, encumbrances, and reservations of record in the Office of the Clerk of Bernalillo County, New Mexico.

Also, subject to the flood control channel and box culvert easements owned by the Albuquerque Metropolitan Arroyo

Flood Control Authority and the ownership rights of the Regents, of the University of New Mexico, all of which are described in detail in the final judgment in the case of Albuquerque Metropolitan Arroyo Flood Control Authority v. The Regents of the University of New Mexico, which judgment is on file in the Office of the Clerk of Sernalillo County, New Mexico, and recorded on March 25, 1971, in Vol. 209 of Miscellaneous Folio 7-16, and which judgment is by this reference incorporated in and made a part of this document.

3. Effective Date. The effective date of this Second Supplemental Lease Agreement is January 1, 1989.

4. Conflicts of Terms. Except as herein expressly supplemented, the terms and conditions of the Original Lease and First Supplement shall continue in full force and effect. If there is a conflict between the terms of the Original Lease, the First Supplement, and this Second Supplement, then the terms and conditions of this Second Supplement shall control.

-2-

LANDLORD: COUNTY OF BERNALILLO, a political
subdivision of the State of New
Mexico, by:

Lenton Malry
Lenton Malry, Chairman
Bernalillo County Commission

Orlando Vigil
Orlando Vigil, Member
Bernalillo County Commission

Patricia Cassidy
Patricia Cassidy, Member
Bernalillo County Commission

Henry Cabaldon
Henry Cabaldon, Member
Bernalillo County Commission

Jacquelyn Schaffer
Jacquelyn Schaffer, Member
Bernalillo County Commission

Attest: Gladys Davis
Gladys Davis
County Clerk

Date: 11-22-1988

TENANT: REGENTS OF THE UNIVERSITY OF NEW
MEXICO, a corporate body of the
State of New Mexico,

By: Ken Johns
Ken Johns, President of the
Board of Regents

Attest: John D. Paez
John D. Paez
Secretary

Date: 12-20-88

Approved as to form:

Fido D. Chang
County Attorney

Approved as to form:

Charles A. Pata
University Counsel

CNE3:249

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this
15th day of December, 1988, by Ken Johns on behalf of
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a corporation of the
State of New Mexico.

[Signature]
Notary Public

My commission expires: Feb. 2, 1992

(seal)

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this
15th day of December, 1988, by Lenton Malry, Orlando
Vigil, Patricia Cassidy, Henry Gabaldon, and Jacquelyn Schaefer
on behalf of THE BERNALILLO COUNTY COMMISSION.

[Signature]
Notary Public

My commission expires:

(seal) 12-9-89

EXHIBIT "A"

763

DESCRIPTION

A certain tract of land situate within the City of Albuquerque, Bernalillo County, New Mexico, Township 10 North, Range 3 East, Southwest 1/4 of Section 15, N.M.P.M., being a portion of vacated Stanford Avenue N.E., and also comprising a portion of PARCEL 1-A, PLAT OF PARCEL 1-A AND UTILITY EASEMENTS as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on September 5, 1968 in Volume 04, Folio 8, and also comprising a portion of a 1.0179 acre tract of land described as Parcel 3-A, FIRST SUPPLEMENTAL LEASE AGREEMENT and being more particularly described as follows:

BEGINNING at the southwest corner of the tract herein described also being a point on the northerly right-of-way and running along the westerly boundary of the tract herein described, N00°05'46"E, 427.53 feet to the northwest corner of the tract herein described; thence running along the northerly boundary of the tract herein described, S89°54'14"E, 100.00 feet to a point; thence, N89°25'55"E, 221.29 feet to the northeast corner of the tract herein described; thence running along the easterly boundary of the tract herein described, S00°05'46"W, 226.66 feet to the southeast corner of the tract herein described; thence running along the southerly boundary of the tract herein described, N89°51'34"W, 96.27 feet to a point; thence, N00°05'46"E, 20.30 feet to a point; thence, N89°51'34"W, 97.04 feet to a point; thence, S00°05'46"W, 195.52 feet to a point on curve, said point being on the northerly right-of-way of Lomas Boulevard N.E.; thence continuing along the southerly boundary of the tract herein described and also said northerly right-of-way, 128.56 feet along the arc of a curve to the right having a radius of 1213.24 feet and a chord bearing N84°40'01"W; 128.50 feet to the point and place of beginning.

Tract contains 2.4095 acres, more or less.

Bohannon-Huston, Inc.
Courtyard I
7500 Jefferson Street N.E.
Albuquerque, NM 87109
Job No. 88334.01

A. Dwain Weaver
A. Dwain Weaver, P.L.S. No. 8544

Date: *March 29, 1989*



STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD

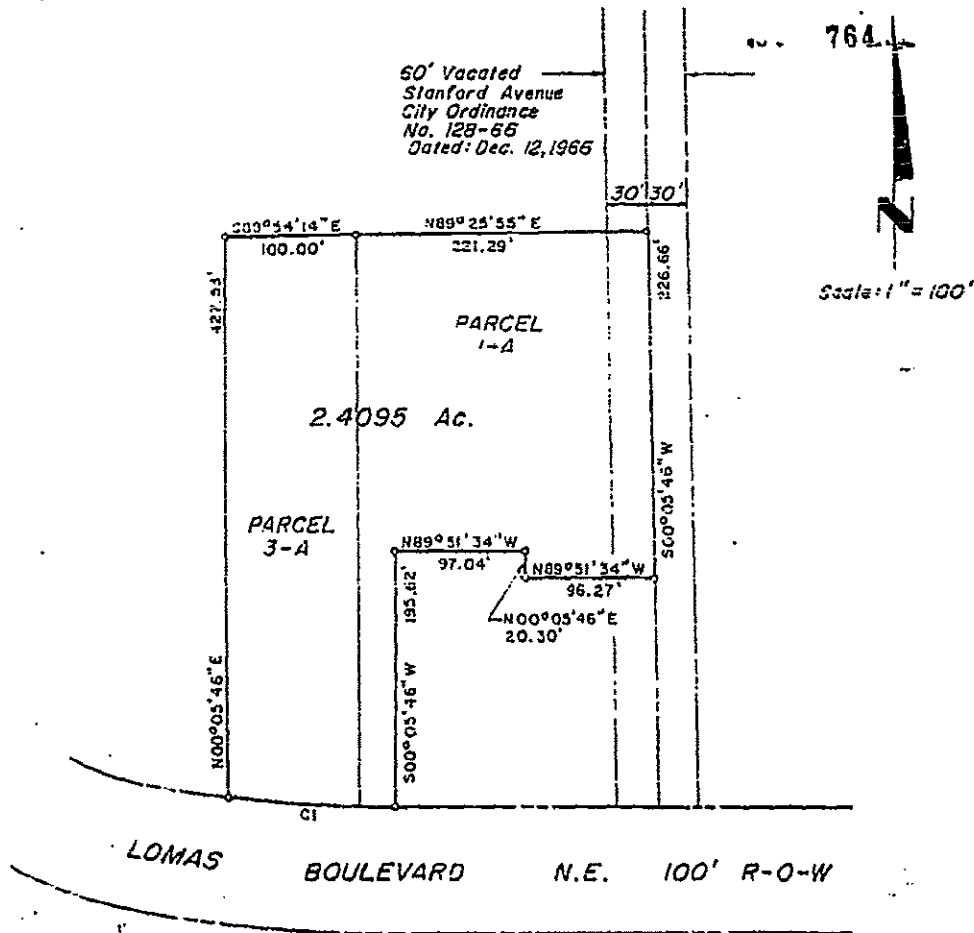
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MS 731A pg. 759-764

GLADYS M. DAVIS
CO. CLERK & RECORDER

[Signature]

ATTACHMENT TO EXHIBIT "A"



CURVE DATA						
NO.	ARC	RADIUS	DELTA	CHORD BRNG.	CHORD	TANGENT
CI	128.56'	1213.24'	06°04'17"	N84°40'01"W	128.50'	64.34'

Job No. 8833401



FOURTH SUPPLEMENTAL LEASE AGREEMENT

This Fourth Supplemental Lease Agreement is made by and between the COUNTY OF BERNALILLO, a political subdivision of the State of New Mexico ("Lessor"), and REGENTS OF THE UNIVERSITY OF NEW MEXICO, a corporate body of the State of New Mexico ("Lessee"). The parties agree:

1. Recitals. Lessor and Lessee have entered into a Lease Agreement dated January 24, 1978, under the terms of which the County Hospital known as University of New Mexico Hospital/ Bernalillo County Medical Center was leased to Lessee for an initial term of twenty years, which document has been amended by a First Supplemental Lease Agreement dated August 17, 1978, a Second Supplemental Lease Agreement dated April 28, 1982, and a Third Supplemental Lease Agreement dated December 10, 1984, all of which constitutes what is hereafter referred to as the "Original Lease." Lessor and Lessee agree to amend the Original Lease in the following respects.

2. Amended Property Description. Exhibit "A" attached hereto is hereby substituted for Exhibit "A" of the Original Lease and the property description of the demised real property set forth in paragraph 1 of the Original Lease is amended accordingly.

3. Amended Term. Paragraph 3 of the Original Lease entitled "Term" is hereby deleted and the following language is substituted therefor:

"3. Term. The term of this lease commences on July 1, 1978, and terminates on June 30, 2020, unless terminated by mutual agreement of the parties or pursuant to other provisions of this lease. Lessor grants Lessee the right and option to renew or extend the Lease for a further term of twenty (20) years commencing at the expiration of the initial term, for the same rental, and under the same terms and conditions then existing; provided, however, that notice of the exercise of such right and option shall be given by Lessee to Lessor on or before April 15, 2020.

4. Amended Termination Provision. Paragraph 18 of the Original Lease entitled "Termination of Lease" is hereby deleted and the following language is substituted therefor:

"18. Termination of Lease

A. This lease may be terminated pursuant to a written agreement between the parties.

B. For breach of Paragraph 7 subparagraph A of this lease, Lessee may terminate this lease giving 30 days written notice thereof and stating the date of termination thereof to Lessor's governing body.

C. If either party shall fail to comply with the terms and conditions of this Lease after ninety (90) days written notice (or shall fail to commence steps to comply in good faith as to matters which cannot reasonably be cured

within ninety (90) days and to diligently continue such steps), either party may declare this lease terminated by giving an additional ninety (90) days written notice."

5. Effective Date. This amendment shall become effective immediately upon approval by the Local Government Division of the Department of Finance and Administration, State of New Mexico.

6. Conflicts of Terms. Except as herein expressly supplemented, the terms and conditions of the Original Lease; and the First, Second and Third Supplemental Lease Agreements shall continue in full force and effect. If a conflict exists between the Original Lease; the First, Second and Third Supplemental Lease Agreements; and this Fourth Supplemental Lease Agreement, then the terms and conditions of this Fourth Supplemental Lease Agreement shall control.

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
FILED FOR RECORD
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PG 765-771
GLADYS M. DAVIS
CO. CLERK & RECORDER

768

LANDLORD: COUNTY OF BERNALILLO, a political
subdivision of the State of New
Mexico, by:

Aenton Mairy
Aenton Mairy, Chairman
Bernalillo County Commission

Orlando Vigil
Orlando Vigil, Member
Bernalillo County Commission

Patricia Cassidy
Patricia Cassidy, Member
Bernalillo County Commission

Henry Gabaldon
Henry Gabaldon, Member
Bernalillo County Commission

Jaquelyn Schaefer
Jaquelyn Schaefer, Member
Bernalillo County Commission

Attest: Gladys Davis
Gladys Davis
County Clerk

Date: 11-22-1988

TENANT: REGENTS OF THE UNIVERSITY OF NEW
MEXICO, a corporate body of the
State of New Mexico,

By: Ken Johns
Ken Johns, President of the
Board of Regents

Attest: John D. Paez
John D. Paez
Secretary

Date: 12-20-88

Approved as to form:

Tit D. Chang
County Attorney

Approved as to form:

Charles R. Ebert
University Counsel

Approved: LOCAL GOVERNMENT DIVISION,
DEPARTMENT OF FINANCE AND
ADMINISTRATION

Date: January 9, 1989

By: Lloyd J. Frost

Name: Lloyd J. Frost

Title: Director

CNE3:264

-4-

ACKNOWLEDGMENT

769

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this
15th day of December, 1988, by Ken Johns on behalf of
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a corporation of the
State of New Mexico.

[Signature]
Notary Public

My commission expires: Feb. 02, 1992
(seal)

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS

The foregoing instrument was acknowledged before me this
15th day of December, 1988, by Lenton Malry, Orlando
Vigil, Patricia Cassidy, Henry Gabaldon, and Jacquelyn Schaefer
on behalf of THE BERNALILLO COUNTY COMMISSION.

[Signature]
Notary Public

My commission expires:
(seal) 12-9-89

EXHIBIT "A"

DESCRIPTION

770
A certain tract of land situate within the City of Albuquerque, Bernalillo County, New Mexico, Township 10 North, Range 3 East, Southwest 1/4 of Section 15, N.M.P.M., being a portion of vacated Stanford Avenue N.E., and also comprising a portion of a 5.408 acre tract of land as described by Warranty Deed filed in the office of the County Clerk of Bernalillo County, New Mexico on July 11, 1952 in Volume 0212, Folio 11, and also comprising a portion of parcel 1-A also shown as PARCEL 1-A, PLAT OF PARCEL 1-A AND UTILITY EASEMENTS as the same is shown and designated on the plat filed in the office of the County Clerk of Bernalillo County, New Mexico on September 5, 1968 in Volume 04, Folio 8, and being more particularly described as follows:

BEGINNING at the southeast corner of the tract herein describe, also being the southwest corner of the Bernalillo County Indian Hospital property and also being a point on the northerly right-of-way of Lomas Boulevard N.E. and running thence along the southerly boundary of the tract herein described and also said northerly right-of-way; N89°51'34"W, 154.61 feet to a point; thence leaving the northerly right-of-way of said Lomas Boulevard N.E. and continuing along the southerly boundary of the tract herein described, N00°05'46"E, 81.33 feet to a point; thence, N44°55'11"W, 134.27 feet to a point; thence, N89°51'34"W, 256.69 feet to a point; thence, N00°05'46"E, 20.30 feet to a point; thence, N89°51'34"W, 97.04 feet to a point; thence, S00°05'46"W, 195.62 feet to a point on curve, said point being on the northerly right-of-way of Lomas Boulevard N.E.; thence continuing along the southerly boundary of the tract herein described and also said northerly right-of-way, 28.00 feet along the arc of a curve to the right having a radius of 1213.24 feet and a chord bearing N87°02'29"W, 28.00 feet to a point of non-cangency; thence leaving said northerly right-of-way and running along the westerly boundary of the tract herein described, N00°05'46"E, 437.86 feet to the northwest corner of the tract herein described; thence running along the northerly boundary of the tract herein described, N89°25'55"E, 375.04 feet to a point; thence, N00°05'46"E, 19.16 feet to a point; thence, S89°54'12"E, 11.01 feet to a point; thence, N00°05'47"E, 29.50 feet to a point; thence, S89°54'13"E, 24.00 feet to a point; thence, N00°05'47"E, 109.03 feet to a point; thence, S89°54'13"E, 42.00 feet to a point; thence, N00°06'57"E, 72.39 feet to a point; thence, S89°51'34"E, 170.42 feet to the northeast corner of the tract herein described; thence running along the easterly boundary of the tract herein described, S00°05'46"W, 675.78 feet to the point and place of beginning.

Tract contains 5.7987 acres, more or less.

Bohannon-Huston, Inc.
Courtyard I
7500 Jefferson Street N.E.
Albuquerque, NM 87109
Job No. 68334.01

A. Dwain Weaver
A. Dwain Weaver, P.L.S. No.

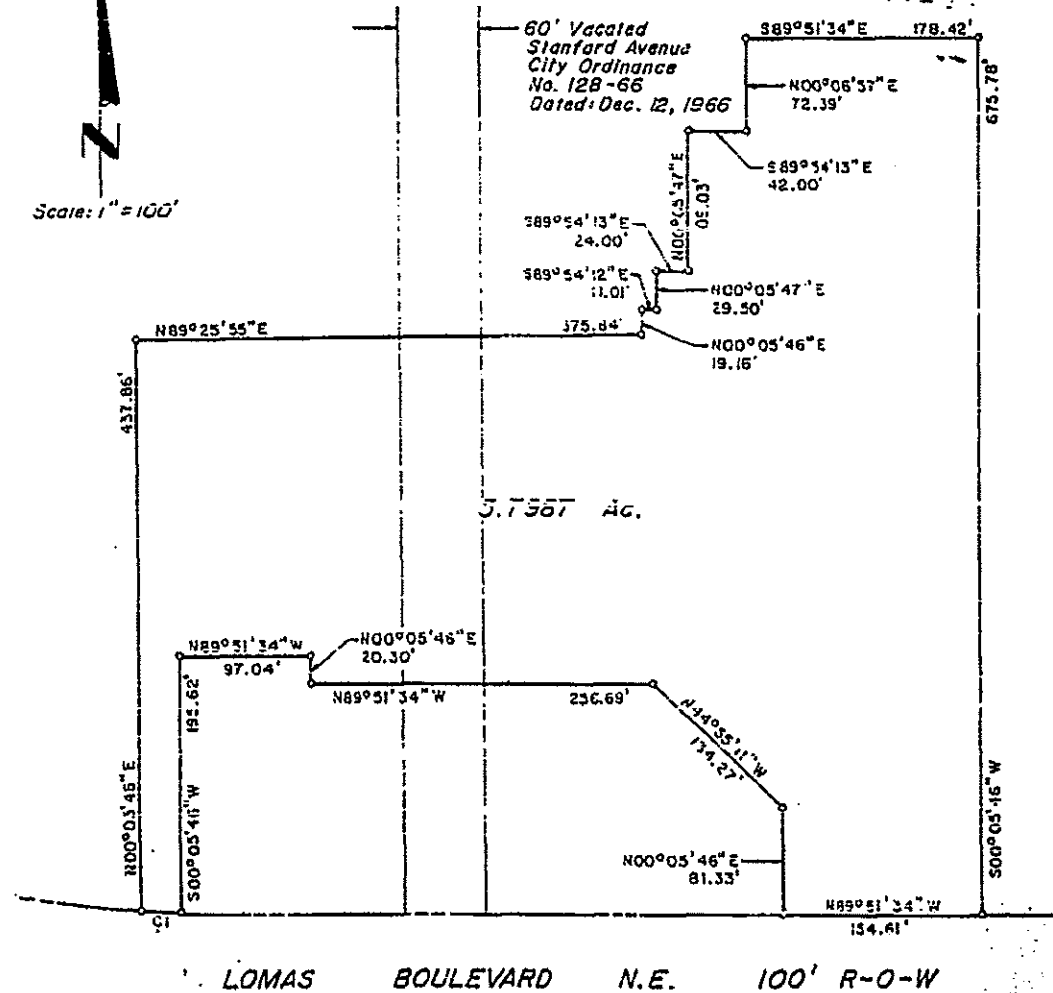
Date: March 29, 1989



ATTACHMENT TO EXHIBIT "A"

Job No. 771

Scale: 1" = 100'



CURVE DATA

NO.	ARC	RADIUS	DELTA	CHORD BRNG.	CHORD	TANGENT
CI	28.00'	1213.24'	01°19'20"	N87°02'29"W	28.00'	14.00'

Job No. 5833401



3100

J16-017

LICENSE AGREEMENT

This revocable license, made and entered into this 11th day of October, 2001 by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as licensor and UNIVERSITY OF NEW MEXICO, (hereinafter referred to as the "Licensee") as licensee.

WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. License. Subject to the terms and conditions of this License, the City licenses Licensee to construct, install, operate, maintain, replace and remove TELECOMMUNICATION CONDUIT / CABLES (hereinafter referred to as the "Facility") within the public rights-of-way at the following location, as more particularly shown on the drawing which is attached hereto as Exhibit A and made a part of this License.

Location. 2211 Lomas N.E., UNION HOSPITAL

(SEE ATTACHED MAPS)

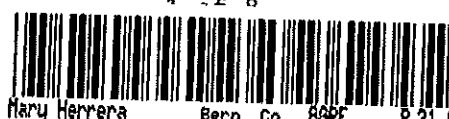
2. Use. The Licensee shall use the Facility for the purpose described above and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

Unless specifically provided otherwise herein, the Licensee shall have no right to locate any surface installation on any part of the rights-of-way or to fence the rights-of-way or any part thereof.

3. Compensation. As compensation for this License, the Licensee shall pay the City the sum of Zero Dollars (\$ 0) for each year this License is in effect (hereinafter referred to as the "Annual Fee").

The Annual Fee shall be paid to the City at the office of the City Treasurer upon execution of this License, and by the same month and day each year thereafter for the term of this License.

4. Term, Termination and Removal. This License will remain in effect for a period of ten (10) years from the date of execution of this License (hereinafter referred to as the "Term"), unless terminated and revoked as a result of:



Mary Herrera

Bern. Co. AGRE

R 31.00

2001/20251

5571375

Page: 1 of 13

10/11/2001 03:27P

Bk-R25 Pg-8491

- a. The Licensee's breach of any term of this License; or
- b. The City's giving the Licensee written notice thirty (30) days in advance of termination; or
- c. The Licensee's giving the City written notice thirty (30) days in advance of termination; or
- d. An order of a court of competent jurisdiction.

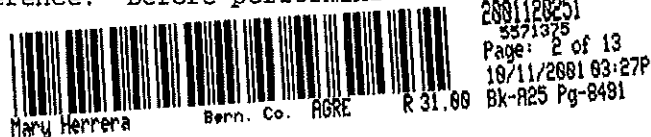
Upon termination of this License and any renewal hereof, the Licensee shall abandon the use of the Facility, and shall remove the Facility and restore the right-of-way as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Licensee.

If, after termination and within thirty (30) days after being directed to do so by the City, the Licensee fails to remove the Facility and restore the right-of-way, the City may perform the work and the Licensee shall reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of such work.

Termination of this License for any reason shall not release the Licensee from any liability or obligation relating to the installation, operation, maintenance or removal of the Facility or any other term of this License.

5. Renewal of License. If both the City and the Licensee wish to extend the Term of this License, then, before the expiration of the Term, the City and the Licensee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this License. The agreement of the City shall not be withheld unreasonably. If an agreement is reached, all terms, including the agreed-upon consideration, shall be reduced to a writing signed by both parties.
6. Location, Installation, Maintenance and Removal. At its own expense, the Licensee shall install and construct the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the right-of-way, or the use of the right-of-way by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Licensee's proposed installation will interfere with existing City installations or any existing underground installations, then the Licensee shall modify its installation within the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Licensee.

The Facility shall be constructed, installed and maintained in conformity with plans and specifications which must be approved in advance by the City and which are made a part of this License by reference. Before performing any construction,



the Licensee's contractors shall obtain all permits and insurance required by the City for work within the right-of-way and will pay all fees and reimburse the City for all reasonable and necessary costs incurred in inspecting and supervising the work performed.

After installation of the Facility, the Licensee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the City, in accordance with the City of Albuquerque Standard Specifications for Public Works Construction, 1986, as amended.

If, in the judgment of the City, the Licensee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Licensee shall reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Licensee's obligations shall not release the Licensee from liability for any loss or damage caused by the Licensee's failure to perform its obligations.

Installation, maintenance and removal of the Facility shall be accomplished in a manner which will not unreasonably impede City access on the Route or impede its use for operation and maintenance of infrastructure, as determined by the City. The timing and manner of such construction, maintenance and removal shall be done in compliance with the City's requirements.

If the Facility or any part thereof is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Licensee or await action by the Licensee, the City may take over whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Licensee, which will reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of such actions.

7. As Built. Upon completion of the construction and installation of the Facility, the Licensee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
8. Location Markers and Marking. As deemed necessary the Licensee shall furnish, install and place signs required by the City to give notice and location of the Facility.



Licensee shall install permanent markers situate so as not to impede use of the Route by the City, members of the public or currently franchised utilities on each side of the Route where the Facility crosses the Route. The permanent markers shall indicate the location of the Facility, the name and address of Licensee, and a telephone number to contact for information regarding the Facility. Lessee shall conduct periodic inspections of the markers to insure that such markers are legible and in place as required herein.

The Licensee shall provide access to the location of the Facility whenever requested to do so by the City, and franchised utility or any licensed contractor excavating along the Route.

9. * Insurance. During the Term of this License, including renewals, if any, the Licensee shall obtain and maintain liability insurance in an amount of not less than \$1,000,000.00 combined single limit for accidents or occurrences which cause bodily injury, death or property damage to any member of the public caused by or related to the construction, installation, operation, maintenance replacement, removal or other activity related to the Facility. The insurance policy shall name the City of Albuquerque, its employees and elected officials, as their interest may appear, as additional insured. Any cancellation provision must provide that if the policy is canceled prior to the expiration date of the License, materially changed or not renewed, the issuing company will mail thirty (30) days written notice to the City, Attention: City Engineer. A certificate of insurance in compliance with the above must be furnished to the City prior to the City's execution of this License.

* This paragraph is deleted to UNM, and is replaced by #9 on Attachment "A".

10. Damages and Indemnity. The Licensee shall repair or pay for all actual damages done to the City Property and improvements, or to the improvements of the City's tenants, caused by Licensee's Operations.

- * The Licensee shall defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of the Licensee's use or occupation of the City Property, the exercise by the Licensee of its rights under the License and Licensee's Operations, provided, however, to the extent, if at all, Sections 56-7-1 NMSA 1978 is applicable to this agreement, this agreement to indemnify shall not extend the liability, claims, damages, losses or expenses including lawyer's fees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by the City, or the agents or employees of the City; or (2) the giving of or the

*This paragraph is deleted to UNM, and is replaced by #10 on Attachment "A".



Mary Herrera

Bern. Co. AGRE

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failure to give direction or instructions by the City or the agents or employees of the City, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

This indemnity shall not apply to any liability, claims, damages, losses or expenses, including attorney's fees, arising out of bodily injury to persons or damage or damage to property caused by or resulting from, in whole or in part, the negligent act or omission of the City, or the agents or employees of the City.

11. City Use. The City reserves the right to place along, under, across and over the Route and the Facility as many roads, streets, sidewalks, passageways, fire alarms, electric light and power lines, waterlines, storm drains, sanitary sewer lines, gas lines, telephone poles and telephone lines, and other utilities and facilities as the City may desire.
12. Interference with City. Whenever, after the Licensee installs the Facility, it is the City's good faith, reasonable determination that the Facility is not located as indicated on as-built plans provided to the City by the Licensee, and the Facility interferes with the City's reasonable use of the City's right-of-way, the Licensee shall immediately relocate the Facility to another location approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and the Facility interferes with the City's reasonable use of its right-of-way, the City will provide written notice to the Licensee that relocation of the Facility is required and the Licensee shall relocate the Facility within sixty (60) days of notice to the new location as approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.
13. Interference with Utility. Whenever, after the Licensee installs the Facility, it is determined that the Facility is not located as indicated on as-built plans provided to the City by the Licensee, the Facility interferes with the reasonable use of the right-of-way by a utility franchised by the City prior to execution of this License, the Licensee

5 of 8



shall immediately relocate the Facility to a location within the Route approved in advance by the City. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and it is alleged by a utility franchised by the City prior to the execution of this License that the Facility interferes with the previously-franchised utility's use of the right-of-way, the Licensee shall make a good faith effort to negotiate with the previously-franchised utility to resolve any conflict. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

14. Installation by Third Party. If any road, street, sidewalk, passageway, fire alarm, electric light or power line, waterline, storm drain, sanitary sewer line, gas line, telephone pole, telephone line or other utility, appurtenance or facility is placed along or across the Facility by any entity other than the City, and the construction requires the Licensee to relocate the Facility, then that entity and the Licensee shall determine between themselves who will pay the cost of relocation and the restoration of the surface. None of the related costs shall be paid by the City.
15. Entire Agreement. This License contains the entire agreement of the parties regarding the Facility and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
16. Changes. Changes to this License are not binding unless made in writing, signed by both parties.
17. Captions. The captions to the sections or paragraphs of this License are not part of this License and will not affect the meaning or construction of any of its provisions.
18. Binding Effect. This License is binding upon and inures to the benefit of the successors and/or assigns of the parties.
19. Compliance with Laws. The Licensee and its contractors shall comply with all federal, state and local laws, ordinances, regulations and rules and will not discriminate illegally against any person. The Licensee's attention is specifically drawn to 62-14-1 et seq. NMSA, (1978 Comp., 1984 Repl. Pamphlet) regarding excavation damage pipelines and underground utility lines.



Mary Herrera

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20. Applicable Law. This License is governed by and construed and enforced in accordance with the laws of the State of New Mexico.
21. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder of the License is reasonably capable of completion.
22. Assignment. The Licensee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City which consent shall not be unreasonably withheld.
23. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

BOB WISEMAN
UNIV. OF NEW MEXICO
TELECOMMUNICATIONS - BLDG. 256
ALBU., N.M. 87131
Phone No. (505) 277-7580

Copy to: UNM Real Estate Office, Scholes Hall 252, 87131

For purposes of giving formal, written notice of the City, the City's address is:

Mayor
 City of Albuquerque
 P. O. Box 1293
 Albuquerque, NM 87103

Copies of any notices to the City must also be given to:

Director, Public Works Department
 City of Albuquerque
 P. O. Box 1293
 Albuquerque, NM 87103

Written notice must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this section.

24. Approval Required. This License Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.



CITY OF ALBUQUERQUE
Approved By:

[Signature]
Public Works Department, Director

Date: 10-11-01

[Signature]
City Engineer

Date: 10-11-01

LICENSEE: THE REGENTS OF
THE UNIVERSITY OF NEW MEXICO

By: [Signature]
Vice President for Business and Finance

Date: 9/26/01

10/9/01 of 10/10/01

CITY NOTARY

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

acquire
fred j. blair This instrument was acknowledged before me this 11th day of October, 2001, by
Barry A. Blair, Director, Public Works Department on behalf of the City of Albuquerque, New Mexico
a municipal corporation.

My commission expires:

11-15-2003

[Signature]
NOTARY PUBLIC

LICENSEE NOTARY

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me this 26th day of September, 2001, Julie
C. Weaks, Vice President for Business and Finance on behalf of the Regents of The University of New
Mexico.

My commission expires:

8/19/2003

[Signature]

[Barcode]
Mary Herrera Bern. Co. AGRE R 31.89
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Page: 8 of 13
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Attachment "A"

Substitution for License Agreement Section 9:

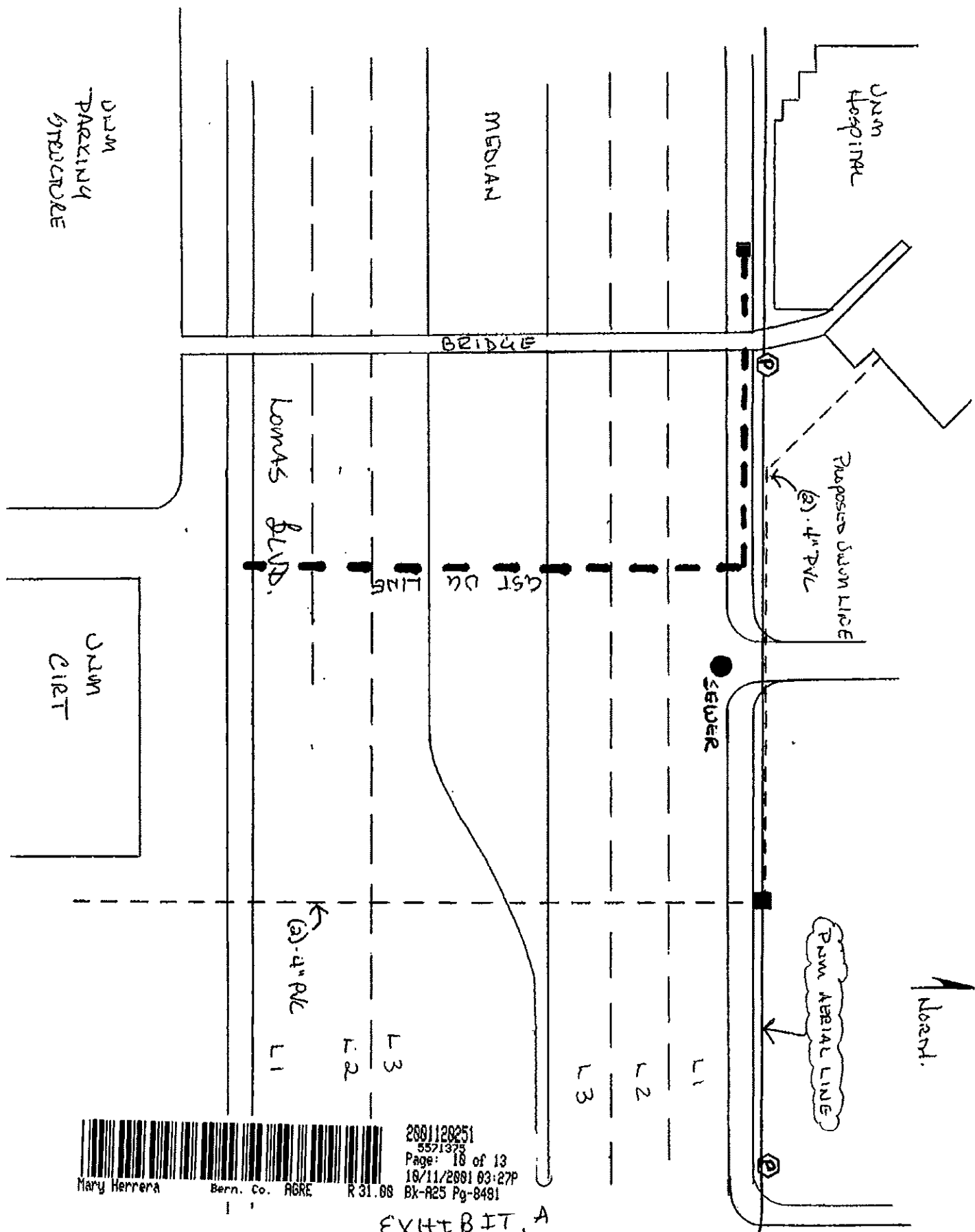
UNM is an institution of the State of New Mexico and as such is covered for public liability and workers compensation through the New Mexico State Risk Management Division for liability under the New Mexico Tort Claims Act and workers' compensation laws. A certificate of such insurance may be furnished upon request.

Substitution for License Agreement Section 10, second paragraph:

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of its employees or agents. The liability of the parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-41-1 et seq., NMSA 1978, as amended.

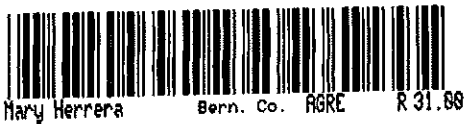
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Harry Herrera Bern. Co. AGRE R 31.00



Mary Herrera Bern. Co. AGRE R 31.00 2001120251 5521325 Page: 18 of 13 10/11/2001 03:27P Bx-A25 Pg-8481

EXHIBIT A
page 1 of 4



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DAM-HOSPITAL

North.

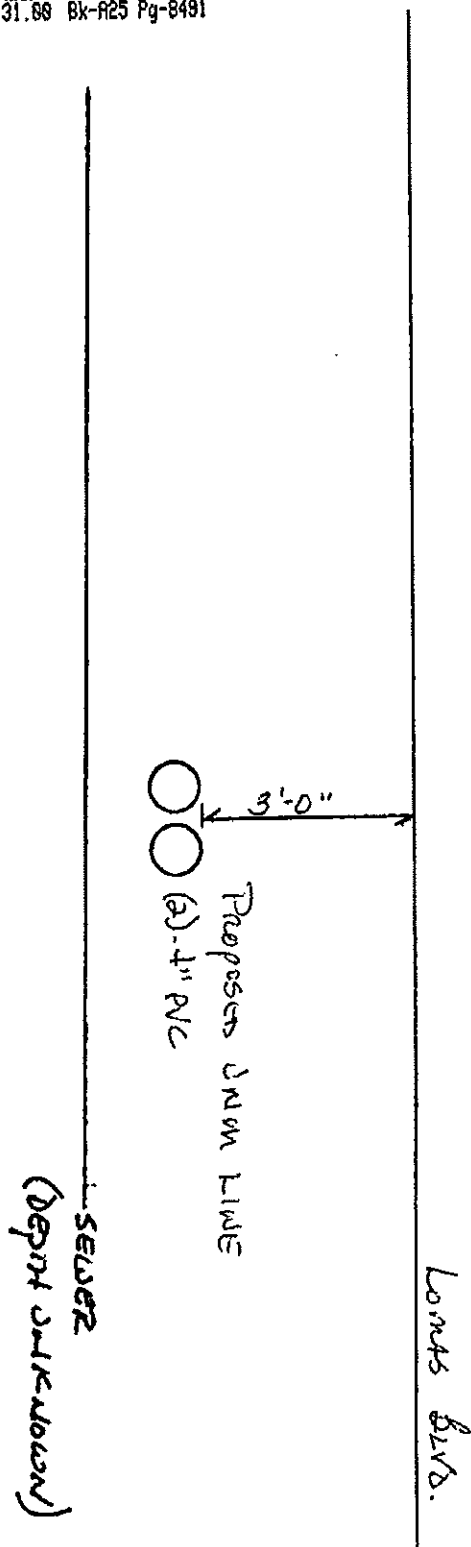
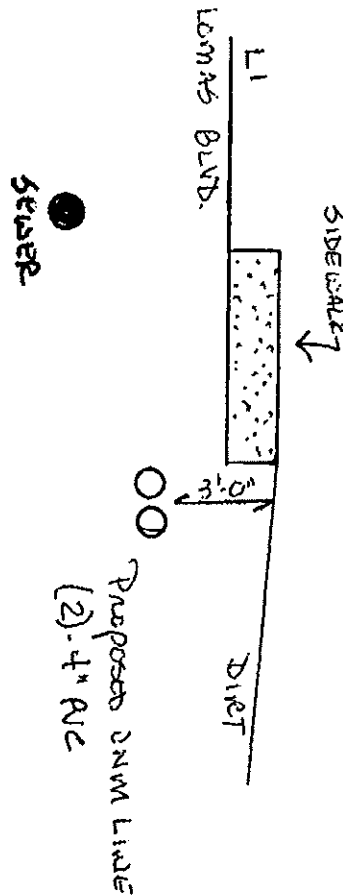


EXHIBIT "A"
Page 20 of 4



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 Page: 12 of 13
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EXHIBIT "A"
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Mary Herrera

Bern. Co. AGRE

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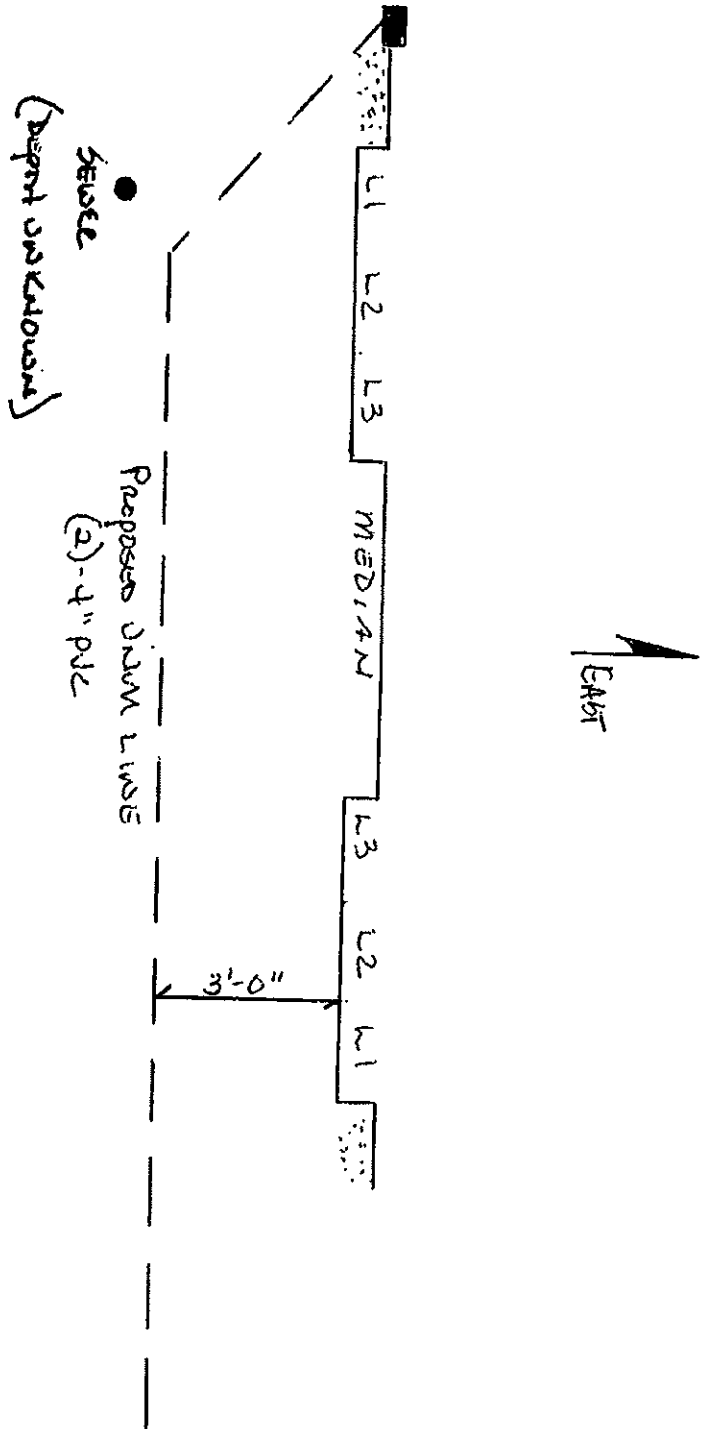


EXHIBIT "A"
Page 4 of 4

PARTIAL MODIFICATION OF EASEMENT

In accordance with the terms and conditions of the Agreement entitled "AGREEMENT FOR NORTH DIVERSION CHANNEL REPLACEMENT OF PORTION OF EXISTING OPEN CHANNEL WITH UNDERGROUND BOX CULVERT AT UNM NORTH CAMPUS", dated July 12, 2004, by and between the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY ("AMAFCA"), a political subdivision of the State of New Mexico and the REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM"), an educational institution of the State of New Mexico, hereinafter collectively referred to as the "Parties" (the "July 12, 2004 AGREEMENT"), the Parties hereby agree as follows:

RECITALS:

1. Whereas, AMAFCA owns and operates the North Diversion Channel ("NDC"), which includes a concrete channel section within the easement right-of-way in Parcel N-23-1-1 of the NDC right-of-way, as the same easement was acquired by Judgment in Cause No. A-22995, Bernalillo County District Court, filed for record March 25, 1971 with the Bernalillo County Clerk in Book Misc. 209, Folio 7-16 (the "EASEMENT"); and
2. Whereas, UNM would like to make better use of its fee simple land holdings adjacent to and including the approximate southeasterly 1,100 feet of the EASEMENT area from a point just west of the existing Yale Blvd. Bridge east to the existing underground box culvert that is located within the adjacent AMAFCA Easement parcel designated as N-23-1-2, to include replacing the existing open concrete channel with buried concrete box culverts that would allow the construction of a new roadway over the proposed new box culverts.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In consideration of both Parties fulfilling each and all of their respective obligations pursuant to the terms of the July 12, 2004 AGREEMENT, both Parties hereby agree to modify the EASEMENT, to the extent that it relates to the approximate southeasterly 1,100 feet of the EASEMENT area as is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, as follows:
 - a. In the 1st paragraph of the EASEMENT, replace "concrete lined flood control channel" with "buried concrete box culverts", and
 - b. In the 2nd paragraph of the EASEMENT, replace "passage of 6000 cubic feet of water per second" with "passage of 5,500 cubic feet of water per second", and
 - c. In the 3rd paragraph of the EASEMENT, delete "100 foot long segments of the channel located not more than 300 feet apart, as measured along the centerline of said parcel, shall be left uncovered and accessible from both sides of the channel", and



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- d. In the 4th paragraph of the EASEMENT, delete "no structure may be placed upon any portion of said parcel located more than 29.6 feet from said centerline unless a passage 12 feet wide and 13 feet high is provided for the Petitioner's maintenance vehicles".

The modifications included in paragraph 1.a., 1.b., 1.c., and 1.d. above only affect those portions of the EASEMENT that are within the area specifically described in said Exhibit "A". All other terms of the EASEMENT that are not within the area specifically described in said Exhibit "A" shall remain unchanged and are in full force and effect.

Executed by each of the Parties on the date(s) indicated below.

**ALBUQUERQUE METROPOLITAN
ARROYO FLOOD CONTROL
AUTHORITY, a political subdivision of
the State of New Mexico**

By: *Ronald D. Brown* 6-23-05
Ronald D. Brown, Chair, Board of Directors Date
(as authorized at the June 23, 2004 Board Meeting)

ATTEST:

Tim Eichenberg
Tim Eichenberg,
Secretary Treasurer

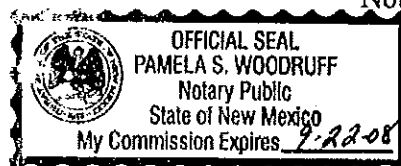
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on June 23, 2005, by Ronald D. Brown as Chair of the Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of the State of New Mexico, on behalf of said political subdivision.

My Commission Expires:
9-22-08
(SEAL)

Pamela S. Woodruff
Notary Public



THE REGENTS OF THE UNIVERSITY OF NEW
MEXICO

By: _____

David W. Harris

Executive Vice President for Administration

ACKNOWLEDGMENT

STATE OF NEW MEXICO)

)s.s.

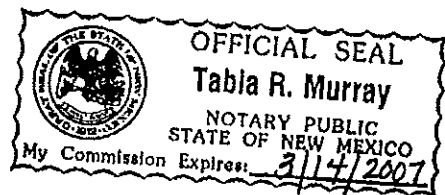
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 6, June, 2005, by David W. Harris as Executive Vice President for Administration of the Regents of the University of New Mexico, an educational institution of the state of New Mexico, on behalf of said educational institution.

My Commission Expires:

3/14/2007
(SEAL)

Tabia R. Murray
Notary Public



Mary Herrera

Bern. Co. ERSE

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Exhibit A, sheet 1 of 2

DESCRIPTION

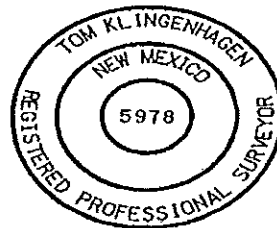
A certain tract of land situate within Sections 15 and 16, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract also being a portion of the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY North Diversion Channel known as Parcel No. M-23-1-1 as the same is described in the Judgment filed in the Office of the District Court on March 16, 1971, and now being more particularly described by New Mexico State Plane Grid Bearings and ground distances as follows:

BEGINNING at a point on curve on the easterly right-of-way line of said Diversion Channel, whence the City of Albuquerque survey monument "9-J16", having New Mexico State Plane Grid coordinates X=389,674.32; Y=1,487,263.26 bears S37°59'55"E a distance of 1391.11 feet; thence along the said easterly right-of-way line, 252.99 feet along the arc of a curve to the left having a radius of 1104.32 and a chord bearing S49°44'27"E a distance of 252.44 feet; thence, S33°41'47"W a distance of 1.42 feet; thence, 154.97 feet along the arc of a curve to the left having a radius of 1105.74 feet and a chord bearing S60°17'07"E a distance of 154.84 feet to a point of curve to spiral; thence, 127.72 feet along a spiral curve to the left having a chord bearing S66°30'01"E a distance of 127.70 feet to a point of tangency; thence, S67°35'01"E a distance of 469.79 feet; thence crossing said Channel, S22°24'59"W a distance of 80.36 feet to a point in the westerly right-of-way line of said Channel; thence along said westerly right-of-way line, N67°35'01"W a distance of 469.79 feet to a point of tangent to spiral; thence, 132.28 feet along a spiral curve to the right having a chord bearing N66°30'01"W a distance of 132.26 feet to a point of spiral to curve; thence, 166.23 feet along the arc of a curve to the right having a radius of 1186.10 feet and a chord bearing N60°19'07"W a distance of 166.09 feet; thence, S33°41'47"W a distance of 1.42 feet; thence, 272.47 feet along the arc of a curve to the right having a radius of 1187.52 feet and a chord bearing N49°43'50"W a distance of 271.88 feet; thence crossing said Channel, N47°05'02"E a distance of 83.33 feet to the point and place of beginning.

This tract contains 1.9056 acres, more or less.

Thomas G. Klingenhagen
Thomas G. Klingenhagen
New Mexico Surveyor No. 5978

Date: 11-17-04



Mary Herrera

Bern. Co. ERSE

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Bohannon & Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

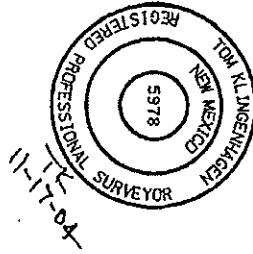
ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

SHEET 1 OF 2

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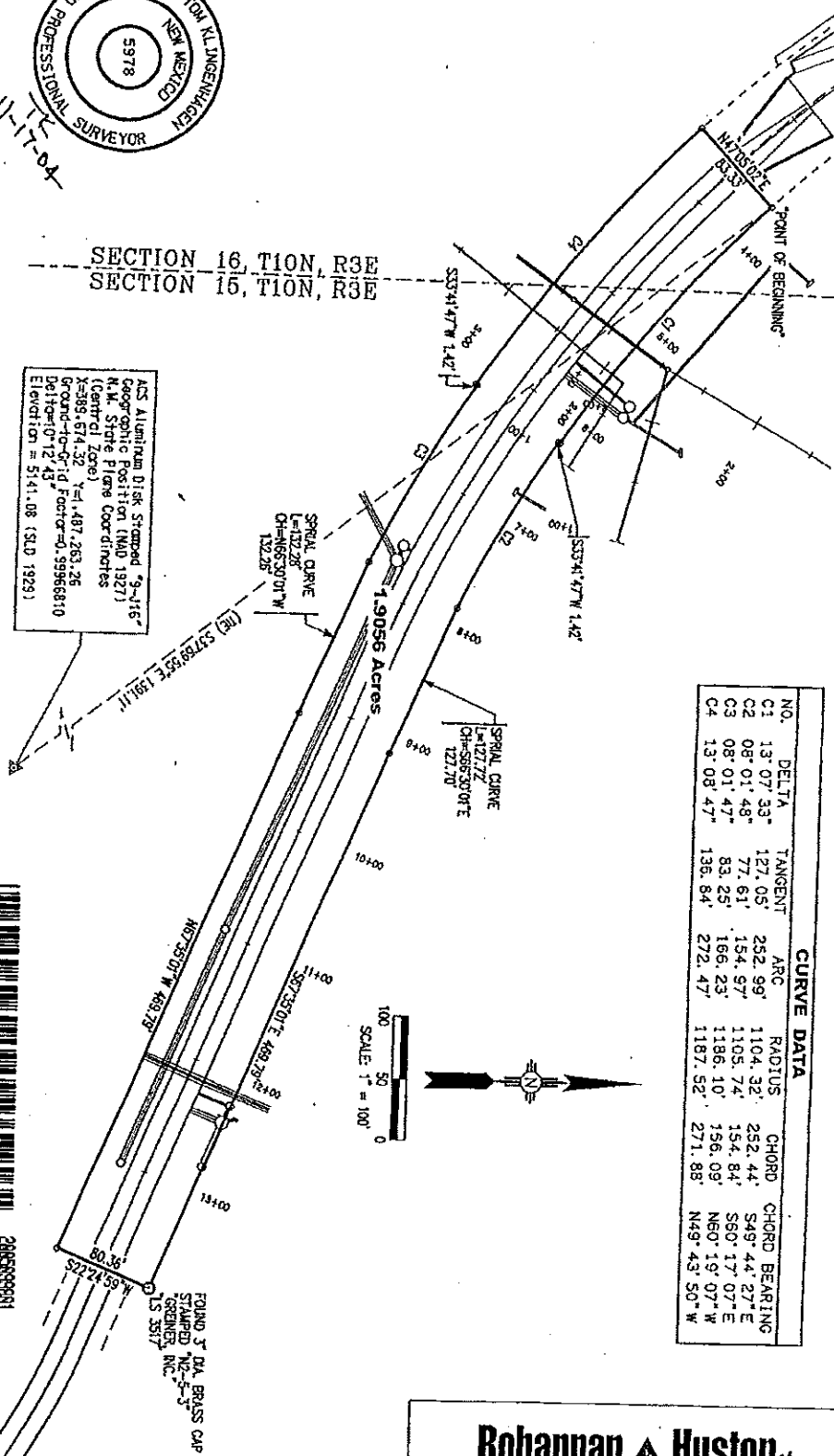
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Exhibit A, sheet 2 of 2



SECTION 16, T10N, R3E
SECTION 15, T10N, R3E

ACS Aluminum Disk Stamped "9-16"
Geographic Position (NAD 1927)
N.M. State Plane Coordinates
(Central Zone)
X=385,674.32 Y=1,487,263.26
Ground-to-Corrid Factor=0.9996810
Delta=10°12'43"
Elevation = 5141.08 (SLD 1923)



CURVE DATA						
NO.	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BEARING
C1	13° 07' 33"	127.05'	252.99'	1104.32'	252.44'	S49° 44' 27"E
C2	08° 01' 48"	77.61'	154.97'	1105.74'	154.84'	S50° 17' 07"E
C3	08° 01' 47"	83.25'	166.23'	1186.10'	156.09'	N60° 19' 07"W
C4	13° 08' 47"	136.84'	272.47'	1187.52'	271.88'	N49° 43' 50"W

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Harry Herrera

SHEET 2 OF 2

Bohannon & Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

2AP J15 ②

GRANT OF EASEMENT
Access

In accordance with the terms and conditions of the Agreement entitled "AGREEMENT FOR NORTH DIVERSION CHANNEL REPLACEMENT OF PORTION OF EXISTING OPEN CHANNEL WITH UNDERGROUND BOX CULVERT AT UNM NORTH CAMPUS", dated July 12, 2004, by and between the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY ("AMAFCA"), a political subdivision of the State of New Mexico and the REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM"), an educational institution of the State of New Mexico, hereinafter collectively referred to as the "Parties" (the "July 12, 2004 AGREEMENT"), this GRANT OF EASEMENT is made by UNM (the "Grantor") in favor of AMAFCA (the "Grantee").

RECITALS:

1. Grantor is the owner of the land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Access Around New Access Ramp Area"; and
2. Grantee owns and operates the North Diversion Channel ("NDC"), which includes a concrete channel section within the easement right-of-way in Parcel N-23-1-1 of the NDC right-of-way, as the same easement was acquired by Judgment in Cause No. A-22995, Bernalillo County District Court, filed for record March 25, 1971 with the Bernalillo County Clerk in Book Misc. 209, Folio 7-16 (the "EASEMENT"); and
3. Contemporaneously with the recordation of this GRANT OF EASEMENT, Grantor and Grantee have agreed to a PARTIAL MODIFICATION OF EASEMENT with regard to the approximate southeasterly 1,100 feet of the EASEMENT area, as is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In consideration of both Parties fulfilling each and all of their respective obligations pursuant to the terms of the July 12, 2004 AGREEMENT, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee and its successors and assigns an easement on, over, and across the Access Around New Access Ramp Area as shown on said Exhibit "A", together with the right for Grantee to access said Access Around New Access Ramp Area from adjacent lands owned by Grantor from adjacent public street right-of-way. The Access Around New Access Ramp Area Easement will have vehicle access for infrequent use by AMAFCA for maintenance purposes.



Mary Herrera

Bern. Co. EASE

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2. The Easement rights granted herein are perpetual and shall be deemed to run with the land.

In witness whereof, the undersigned has executed this Grant Of Easement effective on June 6, 2005.

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: David W. Harris June 6, 2005
Date
Executive Vice President for Administration

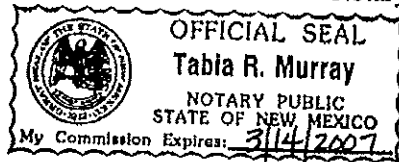
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on 6 June, 2005, by David W. Harris as Executive Vice President for Administration of the Regents of the University of New Mexico, an educational institution of the state of New Mexico, on behalf of said educational institution.

My Commission Expires:
3/14/2007
(SEAL)

Tabia R. Murray
Notary Public



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Mary Herrera Bern. Co. EASE R 17.00

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Exhibit A

TANGENT DATA		
NO.	BEARING	DISTANCE
T1	S87°35'09"W	7.85'
T2	N22°24'51"W	37.39'

ACS Aluminum Disk Stamped "9-J16"
 Geographic Position (NAD 1927)
 N.M. State Plane Coordinates
 (Control Zone)
 X=389,674.32 Y=1,487,263.26
 Ground-to-Grid Factor=0.99966810
 Delta=10°12'43"
 Elevation = 5141.08 (SLD 1929)

CURVE DATA						
NO.	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BEARING
C1	07°09'20"	74.25'	148.31'	1187.52'	148.21'	S35°47'36"E

DESCRIPTION

A certain tract of land situate within Section 16, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract being more particularly described by New Mexico State Plane Grid Bearings and ground distances as follows:

BEGINNING at a point on curve on the westerly right-of-way line of the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY North Diversion Channel known as Parcel No. M-23-1-1 as the same is described in the Judgment filed in the Office of the District Court on March 16, 1971, whence the City of Albuquerque survey monument "9-J16", having New Mexico State Plane Grid coordinates X=389,674.32; Y=1,487,263.26 bears S41°25'21"E a distance of 1464.91 feet; thence along the southerly boundary line of the tract herein described, S67°35'09"W a distance of 7.85 feet; thence along the westerly boundary line of the tract herein described, N36°19'14"W a distance of 110.03 feet; thence, N22°24'51"W a distance of 37.39 feet to a point on curve on the said Channel westerly right-of-way line, thence along said westerly right-of-way line, 148.31 feet along the arc of a curve to the left having a radius of 1187.52 feet and a chord bearing S35°47'36"E a distance of 148.21 feet to the point and place of beginning.

This tract contains 832 square feet (0.0191 of an acre), more or less.

TOGETHER WITH:

Access to the above described area from adjacent lands owned by the UNIVERSITY OF NEW MEXICO from adjacent public street right-of-way.

Thomas G. Klingshagen
 New Mexico Surveyor No. 5978

Date: 12-07-04



Bohannon & Huston

Courtyard 1 7600 Jefferson St NE Albuquerque, NM 87109-4335

ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

Exhibit B, sheet 1 of 2

DESCRIPTION

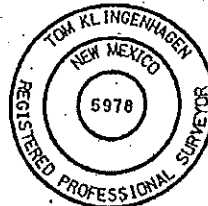
A certain tract of land situate within Sections 15 and 16, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract also being a portion of the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY North Diversion Channel known as Parcel No. M-23-1-1 as the same is described in the Judgment filed in the Office of the District Court on March 16, 1971, and now being more particularly described by New Mexico State Plane Grid Bearings and ground distances as follows:

BEGINNING at a point on curve on the easterly right-of-way line of said Diversion Channel, whence the City of Albuquerque survey monument "9-J16", having New Mexico State Plane Grid coordinates X=389,674.32; Y=1,487,263.26 bears S37°59'55"E a distance of 1391.11 feet; thence along the said easterly right-of-way line, 252.99 feet along the arc of a curve to the left having a radius of 1104.32 and a chord bearing S49°44'27"E a distance of 252.44 feet; thence, S33°41'47"W a distance of 1.42 feet; thence, 154.97 feet along the arc of a curve to the left having a radius of 1105.74 feet and a chord bearing S60°17'07"E a distance of 154.84 feet to a point of curve to spiral; thence, 127.72 feet along a spiral curve to the left having a chord bearing S66°30'01"E a distance of 127.70 feet to a point of tangency; thence, S67°35'01"E a distance of 469.79 feet; thence crossing said Channel, S22°24'59"W a distance of 80.36 feet to a point in the westerly right-of-way line of said Channel; thence along said westerly right-of-way line, N67°35'01"W a distance of 469.79 feet to a point of tangent to spiral; thence, 132.28 feet along a spiral curve to the right having a chord bearing N66°30'01"W a distance of 132.26 feet to a point of spiral to curve; thence, 186.23 feet along the arc of a curve to the right having a radius of 1186.10 feet and a chord bearing N80°19'07"W a distance of 166.09 feet; thence, S33°41'47"W a distance of 1.42 feet; thence, 272.47 feet along the arc of a curve to the right having a radius of 1187.52 feet and a chord bearing N49°43'50"W a distance of 271.88 feet; thence crossing said Channel, N47°05'02"E a distance of 83.33 feet to the point and place of beginning.

This tract contains 1.9056 acres, more or less.

Thomas G. Klingenhagen
Thomas G. Klingenhagen
New Mexico Surveyor No. 5978

Date: 11-17-04



Mary Herrera

Bern. Co. ERSE

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Bohannon & Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

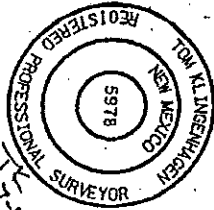
ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

SHEET 1 OF 2

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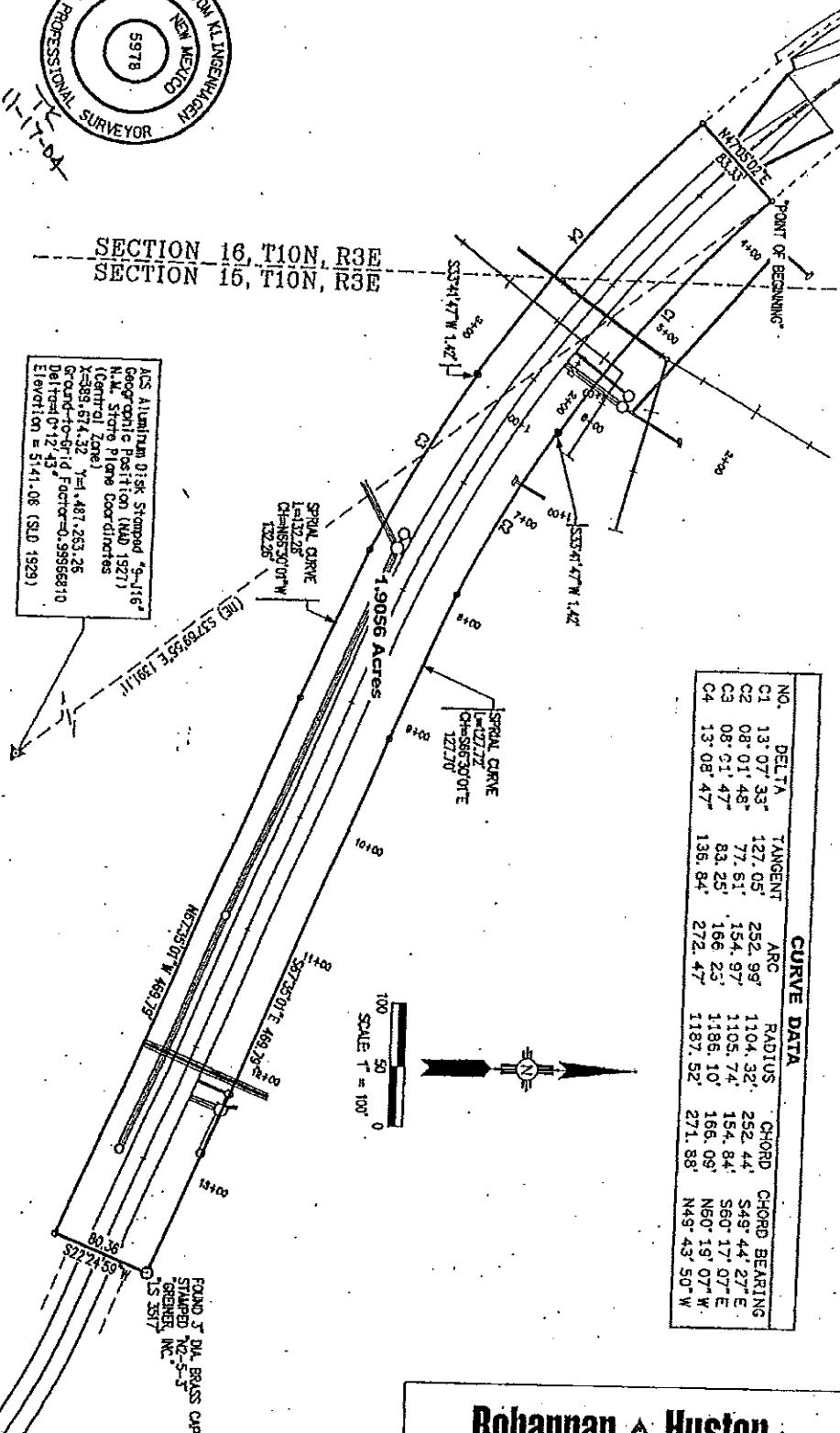
JOB No. 040332 00111

Exhibit B, sheet 2 of 2



SECTION 16, T10N, R3E
SECTION 15, T10N, R3E

ACS Aluminum Disk Stamped "9-116"
Geographic Position (NAD 1927)
N.M. State Plane Coordinates
(Central Zone)
X=389,674.32 Y=1,487,263.25
Ground-to-Grid Factor=0.99996610
Delta=0.12'43"
Elevation = 5141.08 (SLD 1923)



CURVE DATA						
NO.	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BEARING
C1	13° 07' 33"	127.05'	252.99'	1104.32'	252.44'	S49° 44' 27" E
C2	08° 01' 48"	77.61'	154.97'	1105.74'	154.84'	S60° 17' 07" E
C3	08° 01' 47"	83.25'	166.23'	1186.10'	166.09'	N60° 19' 07" W
C4	13° 08' 47"	136.84'	272.47'	1187.52'	271.88'	N49° 43' 50" W



Harry Herrera

Bern. Co. ESSE

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Page 5 of 5
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SHEET 2 OF 2

Bohannon & Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335

ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

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ZAP J-15 (3)

GRANT OF EASEMENT

Vertical Access Shaft Construction Staging Area

In accordance with the terms and conditions of the Agreement entitled "AGREEMENT FOR NORTH DIVERSION CHANNEL REPLACEMENT OF PORTION OF EXISTING OPEN CHANNEL WITH UNDERGROUND BOX CULVERT AT UNM NORTH CAMPUS", dated July 12, 2004, by and between the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY ("AMAFCA"), a political subdivision of the State of New Mexico and the REGENTS OF THE UNIVERSITY OF NEW MEXICO ("UNM"), an educational institution of the State of New Mexico, hereinafter collectively referred to as the "Parties" (the "July 12, 2004 AGREEMENT"), this GRANT OF EASEMENT is made by UNM (the "Grantor") in favor of AMAFCA (the "Grantee").

RECITALS:

1. Grantor is the owner of the land described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference, hereinafter referred to as the "Vertical Access Shaft Construction Staging Area"; and
2. Grantee owns and operates the North Diversion Channel ("NDC"), which includes a concrete channel section within the easement right-of-way in Parcel N-23-1-1 of the NDC right-of-way, as the same easement was acquired by Judgment in Cause No. A-22995, Bernalillo County District Court, filed for record March 25, 1971 with the Bernalillo County Clerk in Book Misc. 209, Folio 7-16 (the "EASEMENT"); and
3. Contemporaneously with the recordation of this GRANT OF EASEMENT, Grantor and Grantee have agreed to a PARTIAL MODIFICATION OF EASEMENT with regard to the approximate southeasterly 1,100 feet of the EASEMENT area, as is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In consideration of both Parties fulfilling each and all of their respective obligations pursuant to the terms of the July 12, 2004 AGREEMENT, Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to Grantee and its successors and assigns an easement on, over, under and across the Vertical Access Shaft Construction Staging Area as shown on said Exhibit "A", together with the right for Grantee to access said Vertical Access Shaft Construction Staging Area from adjacent lands owned by Grantor from adjacent public street right-of-way. The Vertical Access Shaft Construction Staging Area Easement will have vehicle access and allow equipment and materials to be stored during construction and for infrequent use by AMAFCA for maintenance purposes, with required notice to be provided by AMAFCA as outlined in Section 2 below. UNM shall only place removable hardscape with limited irrigation over the access shaft and within the Vertical Access Shaft Construction Staging Area. In the event AMAFCA is required to use the access shaft,



Mary Herrera

Bern. Co. ERSE

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AMAFCA will remove the hardscape at its expense, but UNM will be required to replace the hardscape at UNM's expense.

2. Prior to AMAFCA using the vertical access shaft, if in a non emergency situation, AMAFCA shall provide as much written notice as possible, with an attempt to provide 6 months notice each time. In an emergency situation, AMAFCA will attempt to provide 24 hour advance notice.
3. The Easement rights granted herein are perpetual and shall be deemed to run with the land.
4. Joinder. Grantee joins this Grant Of Easement for purposes of indicating its acceptance of the Easement rights herein granted and the terms and conditions herein stated that are placed upon the Easement rights.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed original and said counterparts shall constitute but one and the same instrument which may sufficiently be evidenced by one counterpart.

In witness whereof, the undersigned have executed this Grant Of Easement effective on the date of the last date of execution by all of the Parties.

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: _____

David W. Harris

Executive Vice President for Administration

June 6, 2005
Date

ACKNOWLEDGMENT

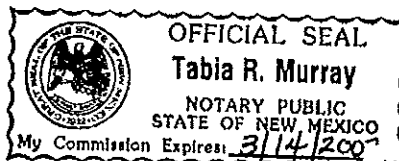
STATE OF NEW MEXICO)
)s.s.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 6 June, 2005, by David W. Harris as Executive Vice President for Administration of the Regents of the University of New Mexico, an educational institution of the state of New Mexico, on behalf of said educational institution.

My Commission Expires:

3/14/2007
(SEAL)

Notary Public



Page 2

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Page: 2 of 6
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GRANTEE:

ALBUQUERQUE METROPOLITAN
ARROYO FLOOD CONTROL
AUTHORITY, a political subdivision of
the State of New Mexico

By: *Ronald D. Brown* 6-23-05
Ronald D. Brown, Chair, Board of Directors Date
(as authorized at the June 23, 2004 Board Meeting)

ATTEST:

Tim Eichenberg
Tim Eichenberg,
Secretary Treasurer

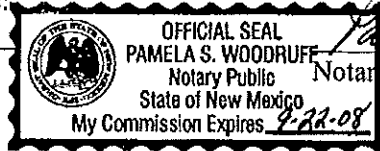
ACKNOWLEDGMENT

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

This instrument was acknowledged before me on June 23, 2005, by Ronald D. Brown
as Chair of the Albuquerque Metropolitan Arroyo Flood Control Authority, a political subdivision of
the State of New Mexico, on behalf of said political subdivision.

My Commission Expires:

9-22-08
(SEAL)



Pamela S. Woodruff
Notary Public



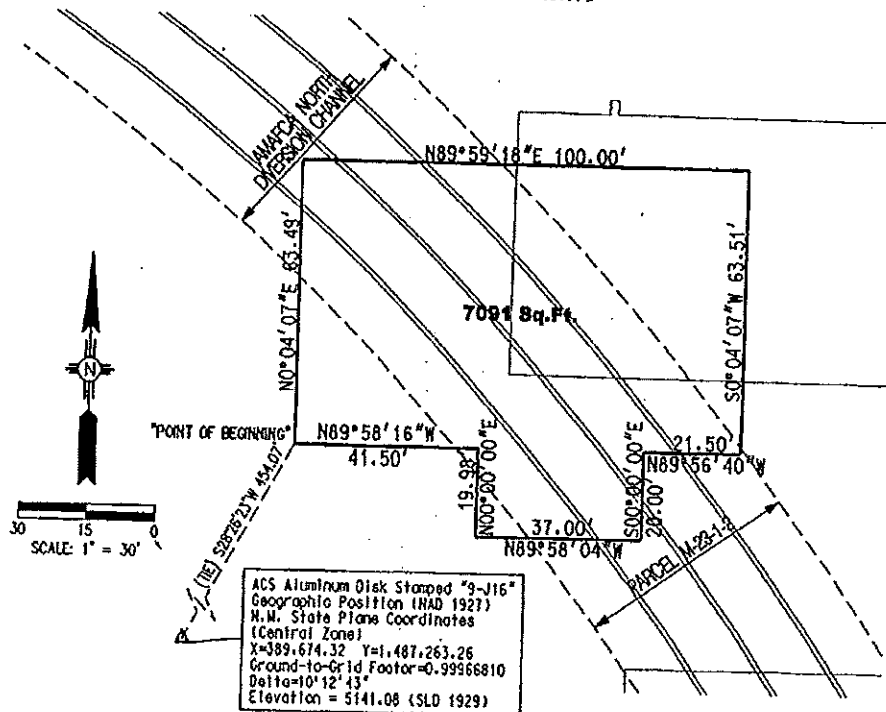
Mary Herrera

Bern. Co. EASE

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Page: 3 of 8
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Exhibit A



DESCRIPTION

A certain tract of land situate within Section 15, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract also being a portion of the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY North Diversion Channel known as Parcel No. M-23-1-2 as the same is described in the Judgment filed in the Office of the District Court on March 16, 1971, and now being more particularly described by New Mexico State Plane Grid Bearings and ground distances as follows:

BEGINNING at the southwest corner of the tract herein described, whence the City of Albuquerque survey monument "9-J16", having New Mexico State Plane Grid coordinates X=389,674.32; Y=1,487,263.26 bears S28°26'23"W a distance of 454.07 feet; thence along the west boundary line of the tract herein described, N00°04'07"E a distance of 63.49 feet; thence, along the north boundary line of the tract herein described, N89°59'18"E a distance of 100.00 feet; thence along the east boundary line of the tract herein described, S00°04'07"W a distance of 63.51 feet; thence along the south boundary line of the tract herein described, S89°56'40"W a distance of 21.50 feet; thence, S00°00'00"E a distance of 20.00 feet; thence, N89°58'04"W a distance of 37.00 feet; thence, N00°00'00"E a distance of 19.98 feet; thence, N89°58'16"W a distance of 41.50 feet to the point and place of beginning.

This tract contains 7091 square feet, more or less.

TOGETHER WITH:

Access to the above described area from adjacent lands owned by the UNIVERSITY OF NEW MEXICO from adjacent public street right-of-way.

Thomas G. Klingenhagen
Thomas G. Klingenhagen
New Mexico Surveyor No. 5978

Date: 12-07-04



Bohannon & Huston

Courtyard I 7600 Jefferson St. NE Albuquerque, NM 87109-4335
ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

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Mary Herrera

Bern. Co. ERSE

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JOB No. 010332 001 U

Exhibit B, sheet 1 of 2

DESCRIPTION

A certain tract of land situate within Sections 15 and 16, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico. Said tract also being a portion of the ALBUQUERQUE METROPOLITAN ARROYO FLOOD CONTROL AUTHORITY North Diversion Channel known as Parcel No. M-23-1-1 as the same is described in the Judgment filed in the Office of the District Court on March 16, 1971, and now being more particularly described by New Mexico State Plane Grid Bearings and ground distances as follows:

BEGINNING at a point on curve on the easterly right-of-way line of said Diversion Channel, whence the City of Albuquerque survey monument "9-J16", having New Mexico State Plane Grid coordinates X=389,874.32; Y=1,487,263.26 bears S37°59'55"E a distance of 1391.11 feet; thence along the said easterly right-of-way line, 252.89 feet along the arc of a curve to the left having a radius of 1104.32 and a chord bearing S49°44'27"E a distance of 252.44 feet; thence, S33°41'47"W a distance of 1.42 feet; thence, 154.97 feet along the arc of a curve to the left having a radius of 1105.74 feet and a chord bearing S80°17'07"E a distance of 154.84 feet to a point of curve to spiral; thence, 127.72 feet along a spiral curve to the left having a chord bearing S66°30'01"E a distance of 127.70 feet to a point of tangency; thence, S67°35'01"E a distance of 469.79 feet; thence crossing said Channel, S22°24'59"W a distance of 80.36 feet to a point in the westerly right-of-way line of said Channel; thence along said westerly right-of-way line, N67°35'01"W a distance of 469.79 feet to a point of tangent to spiral; thence, 132.28 feet along a spiral curve to the right having a chord bearing N66°30'01"W a distance of 132.28 feet to a point of spiral to curve; thence, 186.23 feet along the arc of a curve to the right having a radius of 1186.10 feet and a chord bearing N60°19'07"W a distance of 186.09 feet; thence, S33°41'47"W a distance of 1.42 feet; thence, 272.47 feet along the arc of a curve to the right having a radius of 1187.52 feet and a chord bearing N49°43'50"W a distance of 271.88 feet; thence crossing said Channel, N47°05'02"E a distance of 83.33 feet to the point and place of beginning.

This tract contains 1.9056 acres, more or less.

Thomas G. Klingenhagen
Thomas G. Klingenhagen
New Mexico Surveyor No. 5978

Date: 11-17-04



Mary Herrera

Bern. Co. ERSE

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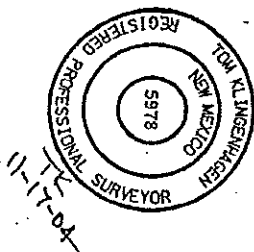
Courtyard 1 7600 Jefferson St. NE Albuquerque, NM 87109-4335
ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

SHEET 1 OF 2

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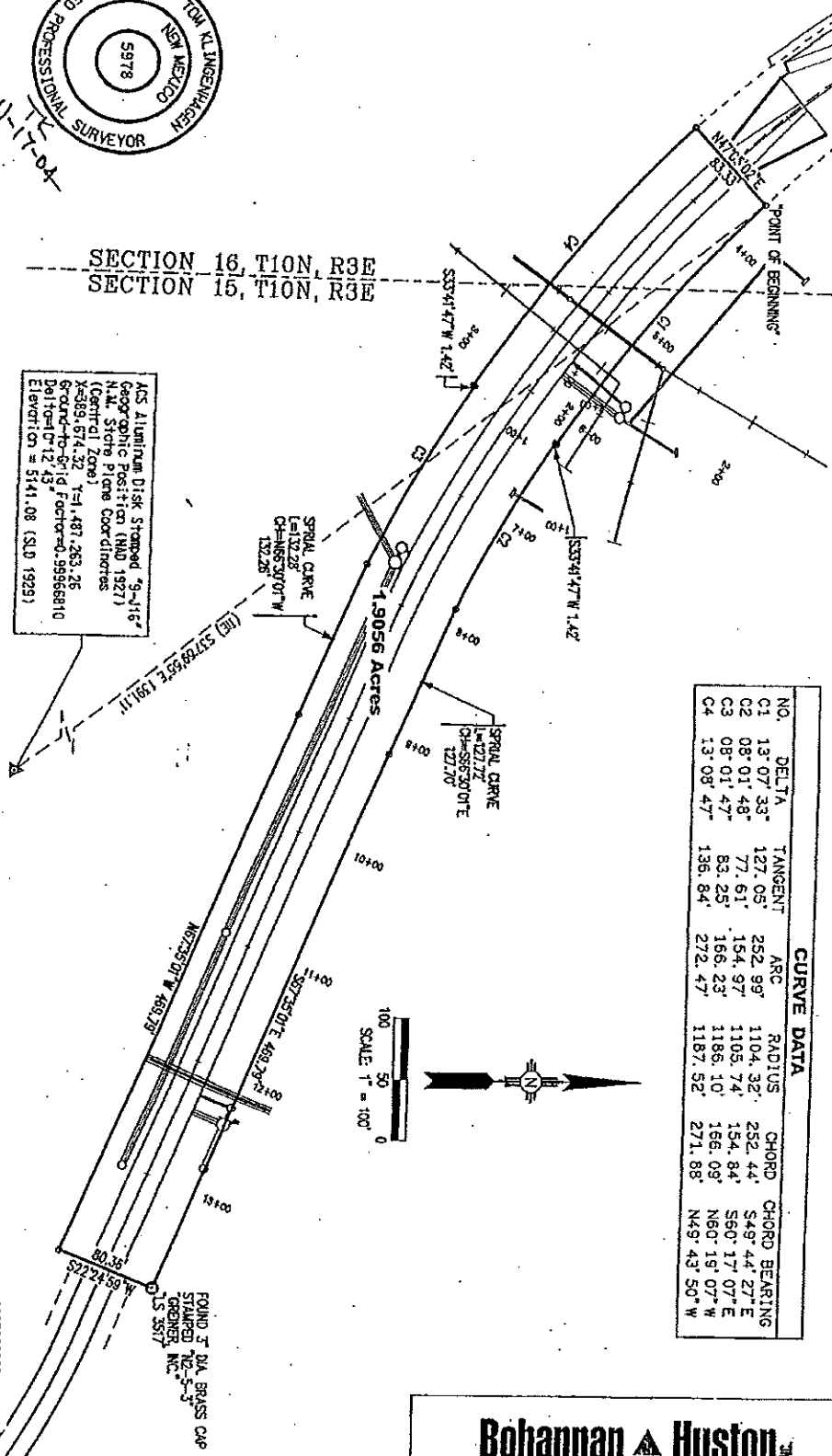
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Exhibit B, sheet 2 of 2



SECTION 16, T10N, R3E
SECTION 15, T10N, R3E

ACS Aluminum Disk Stamped "9-116"
Geographic Position (NAD 1927)
NAD State Plane Coordinates
(Central Zone)
X=583,614.32 Y=1,487,263.26
Scale-to-grid Factor=0.99966810
Datum=12 43
Elevation = 5141.08 (SLD 1929)



CURVE DATA						
NO.	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BEARING
C1	13° 07' 33"	127.05'	252.99'	1104.32'	252.44'	S49° 44' 27" E
C2	08° 01' 48"	77.61'	154.97'	1103.74'	154.84'	S60° 17' 07" E
C3	08° 01' 47"	83.25'	166.23'	1186.10'	156.08'	N60° 15' 07" W
C4	13° 08' 47"	136.84'	272.47'	1187.52'	271.88'	N49° 43' 50" W

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Page 6 of 6
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SHEET 2 OF 2

Bohannon & Huston

Courtyard I 7500 Jefferson St NE Albuquerque, NM 87109-4335

ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES

PERMANENT EASEMENT
(Public Sidewalk Easement)

Grant of Permanent Easement, between **THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico organized pursuant to Sections 21-7-1 et seq., NMSA 1978 ("UNM")**, ("Grantor") whose address is set forth below, and the **City of Albuquerque, a New Mexico municipal corporation ("City")**, whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103, State and agree:

1. Recital. UNM is the owner of certain real property described as follows ("the Property"):
2. Grant of Easement. The Grantor grant to the City of Albuquerque a permanent easement ("Easement") in, over, upon and across a portion of the Property described in the attached Exhibit "A" for purposed of a public sidewalk.
3. Right and Obligation to Maintain and Repair Easement. The grant of the Easement includes the right of the City to enter upon the Easement at any time for inspection, installation, maintenance, repair or modification and the right to remove trees, bushes, undergrowth and any other obstacles. This grant includes the right of access to the Easement across the Grantor's adjoining property. The City will promptly replace any trees, bushes or other landscaping removed by the City and repair any pavement, curbing or other surface material damages by the City during the City's use of the Easement.
4. Use of Easement by Grantor. Grantor will not build, or permit to be built, any permanent structure upon the Easement. Grantor may landscape the Easement. Grantor shall not grant additional easements with the Easement without the approval of the City Engineer, which shall not be unreasonably withheld.
5. No Gift. Grantor agrees for itself and its successors in the interest that they have been paid in valuable consideration and that the grant of the Easement is not a gift or donation.
6. Liability. As between the City and the Grantor, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees or agents acting pursuant to the Easement. The liability of the City and Grantor shall be subject in all cases to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.
7. Termination and Reconveyance. In the event the City ceases to use the Easement for the purposes described in Paragraph 2, the City agrees to execute a termination of the Easement without additional compensation being paid to the City. In the event the Easement is shown on a subdivision Plat under the City's Subdivision regulation, termination of the Easement shall be subject to a vacation approval by the City's Development Review Board or successor body
8. Binding Effect. The grant and other provisions of the Easement constitute covenants running with the land and are binding upon, and inure to the benefit of the parties and their successors and assigns until terminated.
9. Miscellaneous. This Easement constitutes the entire agreement of the parties, is governed by the law of the State of New Mexico and may be modified only in writing signed by the parties.

(Signature Page Follows)

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07/21/2008 02:19 PM Page: 1 of 5
EASE R:\$17.00 M. Toulouse Oliver, Bernalillo County



APPROVED:

City Engineer

7-21-08

Dated

7-18-08

APPROVED AS TO FORM:

University Counsel

GRANTOR:

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico

By:

David Harris

Its: Executive Vice-President of Administration,
COO and CFO, UNM

Date:

6/25/08

Address:

University of New Mexico
c/o Real Estate Office
1712 Las Lomas Blvd. NE, Building 41
Albuquerque, New Mexico 87131

UNIVERSITY OF NEW MEXICO NOTARY

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 25th day of June, 2008 David Harris, Executive Vice-President of Administration, COO and CFO, UNM, on behalf of the Board of Regents of the University of New Mexico, a body corporate of the State of New Mexico.

My commission expires:

6/20/2011

Notary Public

CITY NOTARY

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 21st day of July, 2008, Richard Dourte, City Engineer, on behalf of the City of Albuquerque, New Mexico a municipal corporation.

My commission expires:

10-07-08

Notary Public

EXHIBIT 'A'
PUBLIC SIDEWALK EASEMENT SURVEY

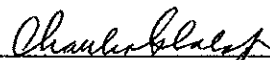
EASEMENT DESCRIPTION

A certain tract of land located within the Corporate Limits of the City of Albuquerque, New Mexico, comprising a portion of the remaining portion of the Unplatted Lands of the University of New Mexico described by Warranty Deed filed in the Office of the County Clerk of Bernalillo County, New Mexico on January 24, 1942, Book 189, Page 288, also known as UNM Property #202; together with a portion of the remaining portion of the Unplatted Lands of the University of New Mexico described by Warranty Deed filed in the Office of the County Clerk of Bernalillo County, New Mexico on June 30, 1917, Book 59, Page 324, also known as UNM Property #203 and being more particularly described as follows:

Beginning at a southeastern corner of the easement herein described, being a point on the west right-of-way line of Stanford Drive N.E., also being a point common to the east/west deed line between said UNM Property #202 and said UNM Property #203; thence N 89°44'14" E a distance of 2.45 feet along the easterly projection of said east/west deed line; thence S 00°00'43" W a distance of 15.95 feet; thence S 89°59'17" E a distance of 3.19 feet; thence S 00°00'43" W a distance of 9.93 feet to the southeast corner of the easement herein described; thence N 89°59'17" W a distance of 13.19 feet to the southwest corner of the easement herein described; thence N 00°00'43" E a distance of 25.84 feet to said east/west deed line between UNM Property #202 and UNM Property #203; thence N 00°00'43" E a distance of 90.17 feet; thence along an arc of a curve to the left with Delta = 55°31'27", R = 4.00 feet and L = 3.88 feet, (Chord Bearing = N 27°45'00" W, Chord Length = 3.73 feet); thence along an arc of a curve to the right with Delta = 111°02'47", R = 15.00 feet and L = 29.08 feet, (Chord Bearing = N 00°00'43" E, Chord Length = 24.73 feet); thence along an arc of a curve to the left with Delta = 55°31'31", R = 4.00 feet and L = 3.88 feet, (Chord Bearing = N 27°46'25" E, Chord Length = 3.73 feet); thence N 00°00'43" E a distance of 80.68 feet; thence along an arc of a curve to the left with Delta = 55°30'13", R = 4.00 feet and L = 3.87 feet, (Chord Bearing = N 27°44'24" W, Chord Length = 3.73 feet); thence along an arc of a curve to the right with Delta = 111°00'25", R = 15.00 feet and L = 29.07 feet, (Chord Bearing = N 00°00'43" E, Chord Length = 24.73 feet); thence along an arc of a curve to the left with Delta = 55°30'11", R = 4.00 feet and L = 3.87 feet, (Chord Bearing = N 27°45'49" E, Chord Length = 3.73 feet); thence N 00°00'43" E a distance of 122.08 feet; thence along an arc of a curve to the left with Delta = 90°15'40", R = 9.00 feet and L = 14.18 feet, (Chord Bearing = N 45°07'07" W, Chord Length = 12.76 feet); thence N 00°00'43" E a distance of 10.22 feet to the northwest corner of the easement herein described; thence S 89°51'13" E a distance of 17.47 feet to the northeast corner of the easement herein described, being a point on the west right-of-way line of Stanford Drive N.E.; thence S 00°08'47" W a distance of 374.71 feet along said west right-of-way line to the point of beginning and containing 0.0852 acres more or less.

SURVEYORS CERTIFICATION

I, Charles G. Cala, Jr., New Mexico Professional Surveyor No. 11184, do hereby certify; that this easement survey and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; 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.


Charles G. Cala, Jr., NMPS 11184



05-29-2008
Date

HIGH MESA Consulting Group
FORMERLY JEFF MORTENSEN AND ASSOCIATES, INC.

6010-B MIDWAY PARK BLVD. NE • ALBUQUERQUE, NEW MEXICO 87105
PHONE: 505.345.4250 • FAX: 505.345.4254 • www.highmesacg.com
JOB NO. 2007.171.7 EASE

SHEET 1 OF 3

EXHIBIT 'A'

PUBLIC SIDEWALK EASEMENT SURVEY

Notes:

1. An easement survey was performed in May, 2008 verifying a preliminary boundary survey performed by this firm in March, 2007. Property corners were found as indicated.
2. Site located within Section 15, Township 10 North, Range 3 East, N.M.P.M.
3. All distances are ground distances.
4. Bearings shown hereon are New Mexico State Plane Grid Bearings, Central Zone (NAD 83). These bearings are positioned from field surveys conducted between December 11 and 21, 2006 using GPS Static positioning. Control points were occupied for a minimum of twenty minutes using static GPS and post-processed for quality assurance. A network adjustment was performed in order to isolate errors and prepare the data for projection to a ground system. Trimble 4400, 5700 or R8 dual frequency receivers were used for all static observations. Elevations were derived from NGS vertical control and combined with the NGS geoid modeling program "Geoid03".

Coordinate transformation was achieved by using a combined scale factor derived from the observed control points used in the network. The Combined Scale Factor was applied at a point (JMA CP 11) to reduce distortions and maintain the integrity of the network. This CF was 0.99967087, in order to achieve surface coordinates, the inverse ($1/CF=1.000329238$) was used. The grid coordinates for point JMA CP 11 were held fixed. The scale factor was then applied to the remaining control points using JMA CP 11 as a project centroid due to its location near the center of campus.

5. Purpose of this survey is to describe the new public sidewalk easement being granted to the City of Albuquerque.

EASEMENT TABLES

LINE	DIRECTION	DISTANCE
E1	N 89°44'14" E	2.45'
E2	S 00°00'43" W	15.95'
E3	S 89°59'17" E	3.19'
E4	S 00°00'43" W	9.93'
E5	N 89°59'17" W	13.19'
E6	N 00°00'43" E	25.84'
E7	N 00°00'43" E	90.17'
E8	N 00°00'43" E	80.68'
E9	N 00°00'43" E	122.08'
E10	N 00°00'43" E	10.22'
E11	S 89°51'13" E	17.47'
E12	S 00°08'47" W	374.71'

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA
EC1	4.00'	3.88'	N 27°45'00" W	3.73'	55°31'27"
EC2	15.00'	29.08'	N 00°00'43" E	24.73'	111°02'47"
EC3	4.00'	3.88'	N 27°46'25" E	3.73'	55°31'31"
EC4	4.00'	3.87'	N 27°44'24" W	3.73'	55°30'13"
EC5	15.00'	29.07'	N 00°00'43" E	24.73'	111°00'25"
EC6	4.00'	3.87'	N 27°45'49" E	3.73'	55°30'11"
EC7	9.00'	14.18'	N 45°07'07" W	12.76'	90°15'40"

HIGH MESA Consulting Group

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6010-B MIDWAY PARK BLVD. NE • ALBUQUERQUE, NEW MEXICO 87109
 PHONE: 505.345.4250 • FAX: 505.345.4254 • www.highmesacg.com
 JOB NO. 2007.171.7 EASE

SHEET 2 OF 3

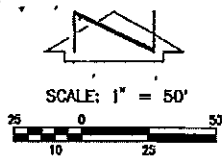
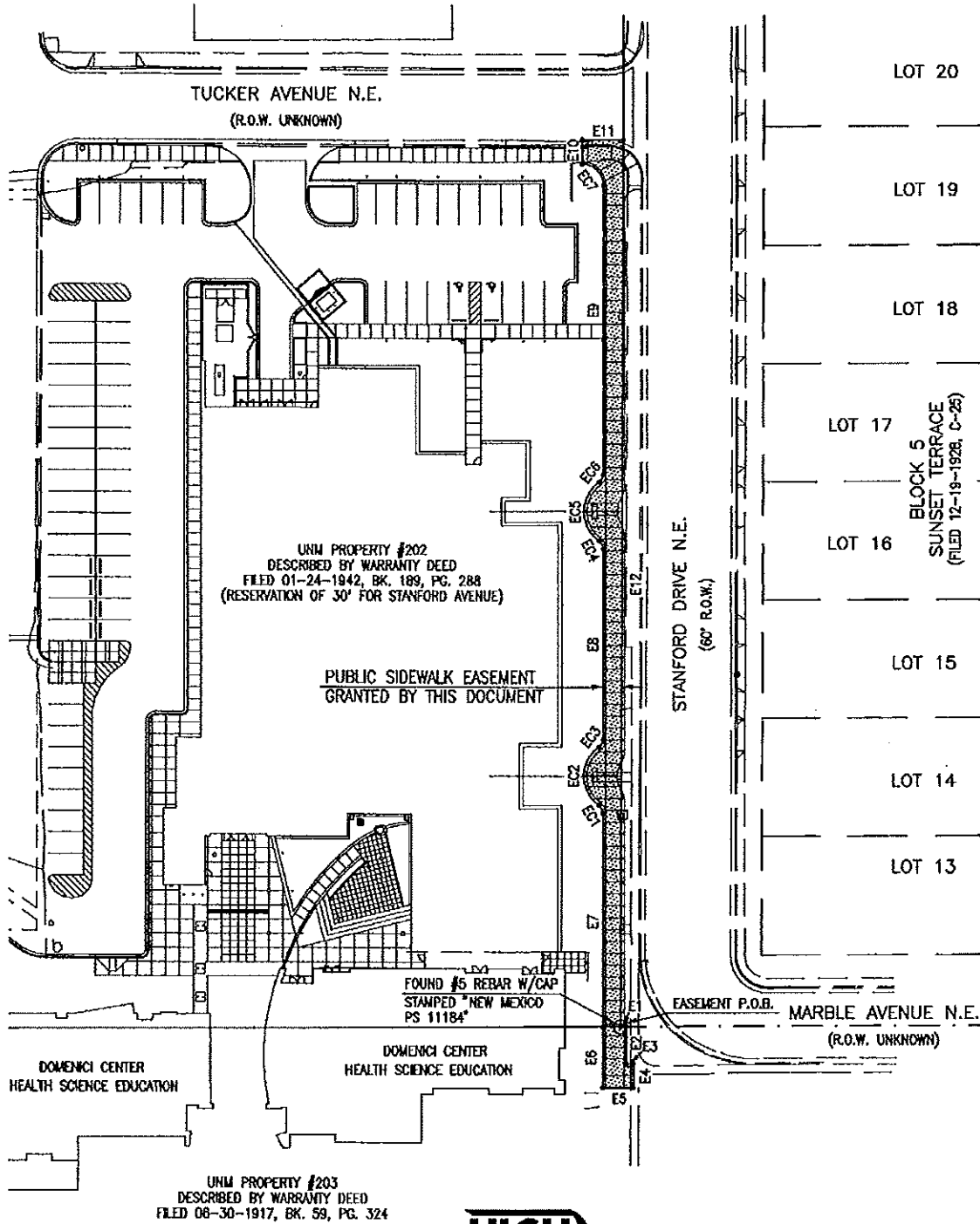


EXHIBIT 'A' **PUBLIC SIDEWALK EASEMENT SURVEY**

U.N.M. NORTH CAMPUS – EAST PARCEL
 (SEE NOTE 1)



SHEET 3 OF 3

HIGH MESA Consulting Group

FORMERLY JEFF MORTENSEN AND ASSOCIATES, INC.
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 JOB NO. 2007.171.7 EASE

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

NOTICE OF FEDERAL INTEREST

On September 14, 2001 the National Institute of Health (NIH/NCRR) awarded Grant Number C06 RR 16492-01, Research Facility: Laboratory Floor for Toxicology and Environmental Diseases, to the Regents of The University of New Mexico for it's public operation known as the Health Sciences Center. The grant was split into two portions and the relevant portion of this notice is known as project C06 RR018888-01 or the Neurobiology Research Facility addition to Domenici Hall. The federal funds provided for construction of a facility located on the following described land in Bernalillo County, State of New Mexico, particularly described as follows:

An 8,444 square foot portion of the Domenici Hall improvement located on Yale Blvd on the North Campus of the University of New Mexico, acquired in 1942 from Loma Vista Inc. described herein as T10N R3E Sec 15, NW 1/4, SW1/4. SW 1/4, SW 1/4, NW 1/4.

The grant incorporated conditions which include restrictions on usage of 8,444 gross square feet of the ground level of the aforementioned property and provided for a continuing federal interest in the property from the date of occupancy approximately 31 Dec 08, to the end of the 20 year usage period approximately 31 Dec 2028. Specifically the property may not be (1) used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations, (2) mortgaged or otherwise used as collateral without the written permission of the NIH/NCRR or (3) sold or transferred to another party without the written permission of the NIH/NCRR. These conditions are in accordance with the statutory provisions set forth in 44 Code of Federal regulations Part 74 and the Public Health Service grants policy.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change or usage or ownership must be given to the Grants Management Officer NIH/NCRR.

For the Regents of the University of New Mexico

Signature: *Dr. David J. Schmidly*

Dr. David J. Schmidly
President, University of New Mexico

Date: 12/18/08



Catherine G. Britain 12.22.08

Doc# 2008133431

12/22/2008 10:03 AM Page: 1 of 1
NOT R:\$9.00 M. Toulouse Oliver, Bernalillo County



UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

NOTICE OF FEDERAL INTEREST

On September 14, 2005, the Health Resources and Services Administration [HRSA] awarded Grant Number 1 C76 HF0 3493 to the Regents of the University of New Mexico for its public operation known as the Health Sciences Center. The grant provided partial funding via federal funds for the construction of 53,500 GSF Phase 2 of the Education Building, which is located on the following described land in Bernalillo County, State of New Mexico, particularly described as follows:

The building now known as the University of New Mexico Domenici Center for Health Sciences Education, located at 1001 Stanford, N.E., on the University of New Mexico campus, Albuquerque, New Mexico, 87131, Bernalillo County; also known as building #200 on University of New Mexico north campus, located within Township 10 North, Range 3 East, Section 15, NW ¼, SW ¼, SW ¼, NW ¼.

The grant incorporated conditions which include restrictions on 49% of usage of the aforementioned property and provided for a continuing federal interest in the property from the date of occupancy, January 4, 2010 to the end of the 20-year usage period, anticipated to be January 4, 2030. Specifically, the property may not be [1] used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations, [2] mortgaged or otherwise used as collateral without the written permission of the HRSA or [3] sold or transferred to another party without the written permission of the HRSA. These conditions are in accordance with the statutory provisions set forth in 45 Code of Federal Regulations Part 74 and the Public Health Service grants policy.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be given to the Grants Management Officer, HRSA.

For the Regents of the University of New Mexico

Signature: _____

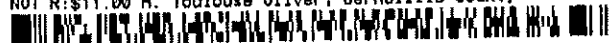
Name [typed]: Dr. David J. Schmidly

Title President, University of New Mexico

Date: March 27, 2009

Doc# 2009035398

04/03/2009 09:32 AM Page: 1 of 2
NOT R:\$11.00 M. Toulouse Oliver, Bernalillo County



STATE OF New Mexico
COUNTY OF Bernalillo

On this 27 day of March, 2009, before me, the undersigned, a Notary Public for the County of Bernalillo, New Mexico, personally appeared David J. Schmidly, of the University of New Mexico, and known to me to be the person who executed the within instrument on behalf of said Regents of the University of New Mexico, and acknowledged to me that he executed the same as the free act and deed of said University.

Witness my hand and official seal.

Christina M. Martinez Bernalillo
Notary Public in and for the County of

State of New Mexico.

UNIVERSITY OF NEW MEXICO
HEALTH SCIENCES CENTER

NOTICE OF FEDERAL INTEREST

On September 20, 2004, the Health Resources and Services Administration [HRSA] awarded Grant Number 1 C76 HF0 3493 to the Regents of the University of New Mexico for its public operation known as the Health Sciences Center. The grant provided partial funding via federal funds for the construction of 55,850 Phase 1 of the Education Building, which is located on the following described land in Bernalillo County, State of New Mexico, particularly described as follows:

The building now known as the University of New Mexico Domenici Center for Health Sciences Education, located at 1001 Stanford, N.E., on the University of New Mexico campus, Albuquerque, New Mexico, 87131, Bernalillo County; also known as building #200 on University of New Mexico north campus, located within Township 10 North, Range 3 East, Section 15, NW ¼, SW ¼, SW ¼, NW ¼.

The grant incorporated conditions which include restrictions on 51% usage of the aforementioned property and provided for a continuing federal interest in the property from the date of occupancy, January 3, 2007 to the end of the 20-year usage period, anticipated to be January 3, 2027. Specifically, the property may not be [1] used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations, [2] mortgaged or otherwise used as collateral without the written permission of the HRSA or [3] sold or transferred to another party without the written permission of the HRSA. These conditions are in accordance with the statutory provisions set forth in 45 Code of Federal Regulations Part 74 and the Public Health Service grants policy.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, advance notice of any proposed change in usage or ownership must be given to the Grants Management Officer, HRSA.

For the Regents of the University of New Mexico

Signature: _____

Name [typed]: Dr. David J. Schmidly

Title: President, University of New Mexico

Date: April 13, 2009

Doc# 2009043263

04/21/2009 04:02 PM Page: 1 of 2
NOT R:\$11.00 M. Toulouse Oliver, Bernalillo County



STATE OF New Mexico
COUNTY OF Bernalillo

On this 13 day of April, 2009, before me, the undersigned, a Notary Public for the County of Bernalillo, New Mexico, personally appeared David J. Schmidly, of the University of New Mexico, and known to me to be the person who executed the within instrument on behalf of said Regents of the University of New Mexico, and acknowledged to me that he executed the same as the free act and deed of said University.

Witness my hand and official seal.

Christina M. Martinez Bernalillo
Notary Public in and for the County of

State of New Mexico.

**PUBLIC SERVICE COMPANY OF NEW MEXICO
UNDERGROUND EASEMENT (ELECTRIC)**

THIS EASEMENT made this 27th day of August, 20 09 by and between

**The Regents of the University of New Mexico, a body corporate of the
State of New Mexico**

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation (Grantee), and its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain underground facilities for the transmission and distribution of electric power and energy and ~~facilities for fiber optics and other communication purposes~~. Such facilities may include (but are not limited to) lines, cables, conduits and other equipment, fixtures, appurtenances and structures necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in Bernalillo County, New Mexico, and is more particularly described as follows, to wit:

PNM ROWT Number 17436

An easement within the Lands and Properties of the UNIVERSITY OF NEW MEXICO, situate in Section 15, T. 10N, R. 3E, N.M.P.M., Bernalillo County, City of Albuquerque New Mexico.

Beginning at an A.M.A.F.C.A. Brass Cap, designated NDC-22-23, with the New Mexico State Plane coordinates in feet (1488905.258 northing and 1528723.288 easting, NAD83) thence on a grid bearing of S18° 34'39"E, 1045.02 feet (ground) to the beginning of said easement, thence N33° 52'13"E 22.47 feet to termination.

Said easement is ten (10) feet wide, being five (5) feet on each side of the electrical power line to be installed on the property described above. For the transformer site, the easement extends to ten (10) feet wide in front of the transformer door and five (5) feet wide on each side of the transformer, as installed on the property described above.

All as generally shown on the drawing attached hereto and made a part hereof as EXHIBIT "A".

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, provided that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which violates provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantor.

WITNESS _____ hand this _____ day of _____, 20 _____
David W. Harris (SIGNATURE) _____ (SIGNATURE)
 David W. Harris, EVP for Administration,
 COO & CFO

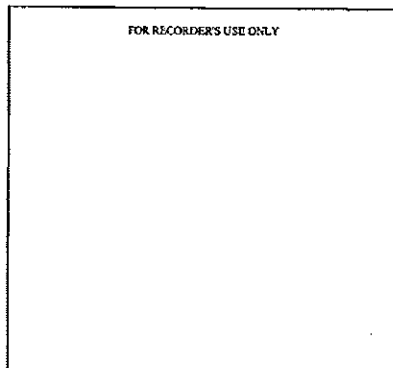
ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF BERNALILLO

This instrument was acknowledged before me on _____, 20 _____

By _____

My commission expires: _____
 (Seal)



Doc# 2009118477

10/26/2009 02:37 PM Page: 1 of 2
 EASE R: \$11.85 M. Toulouse Oliver, Bernalillo County



PNM
REFERENCE
NUMBER



Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

This instrument was acknowledged before me on

August 27, 20 09

By David W. Harris, EVP for Administration,
 (Name of Officer) COO & CFO (Title of Officer)

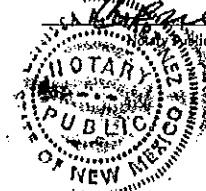
of The Regents of the University of New Mexico
 (Corporation Acknowledgment)

a New Mexico corporation, on behalf of said corporation.

(State of Incorporation)

Said officer hereby acknowledges that s/he is the duly authorized signatory for said corporation.

My commission expires: 12/20/11
 (Seal)



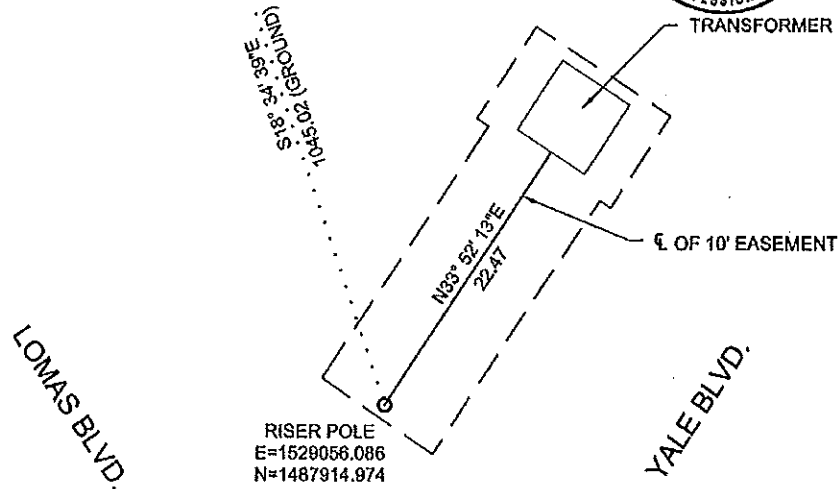
Revised 02/2004

NDC-22-23
AMAFCA BRASS CAP
COMBINE FACTOR = .999673199
E=1528723.288
N=1488905.258

Surveyor's Certification

I, William T. Goss, New Mexico Professional Land Surveyor - N.M.L.S. 16006, certify that this map was prepared from field notes of actual surveys made by me or under my supervision and that it is true and correct to the best of my knowledge and belief.

Wm T. Goss 8-11-09
William T. Goss, N.M.L.S. No. 16006



BEARINGS ARE BASED ON THE
N.M. STATE PLANE CENTRAL ZONE
OF 1983.

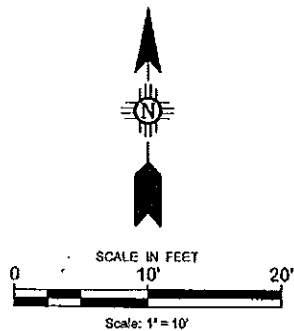


EXHIBIT "A"

10' PNM Line & XFMR Easement

University of New Mexico
WITHIN SEC. 15, T.10N., R.3E., N.M.P.M.
Bernalillo County, New Mexico
Public Service Co. of New Mexico
ALBUQUERQUE, NEW MEXICO

Drawn By: G.Benally
Approve By: *FV*

Date: 02/10/09
Scale: Shown

ROWT 17436

LICENSE AGREEMENT

This revocable license, made and entered into this 31 day of March, 2010, by and between the City of Albuquerque, New Mexico, a municipal corporation (hereinafter referred to as the "City") as licensor and The Regents of the University of New Mexico, hereinafter referred to as the "Licensee") as licensee.

WITNESSETH, that in consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. License. Subject to the terms and conditions of this License, the City licenses Licensee to construct, install, operate, maintain, replace, and remove an 18" UNM private waterline (w/necessary valves, FH's, MJ's, RJ's, and services) to serve UNM owned and maintained facilities (hereinafter referred to as the "Facility") within the public rights-of-way at the following location, as more particularly shown on the drawing which is attached hereto as Exhibit A and made a part of this License.

Location.

-Yale Blvd, from Las Lomas heading north, approximately 495ft.

2. Use. The Licensee shall use the Facility for the purpose described above and will not use it for any other purpose whatsoever without first obtaining the written consent of the City.

Unless specifically provided otherwise herein, the Licensee shall have no right to locate any surface installation on any part of the rights-of-way or to fence the rights-of-way or any part thereof.

3. Compensation. As compensation for this License, the Licensee shall pay the City a one time administrative fee of \$500.00 plus the sum of 495LF x \$2.50 = \$1,237.50 Dollars (\$ 1,737.50) for each year this License is in effect (hereinafter referred to as the "Annual Fee").

The Annual Fee shall be paid to the City at the office of the City Treasurer upon execution of this License, and by the same month and day each year thereafter for the term of this License.

4. Term, Termination and Removal. This License will remain in effect for a period of ten (10) years from the date of execution of this License (hereinafter referred to as the "Term"), unless terminated and revoked as a result of:
 - a. The Licensee's breach of term of this License; or
 - b. The City's giving the Licensee written notice thirty (30) days in advance of termination; or
 - c. The Licensee's giving the City written notice thirty (30) days in advance of termination; or

- d. An order of a court of competent jurisdiction.

Upon termination of this License and any renewal hereof, the Licensee shall abandon the use of the Facility, and shall remove the Facility and restore the right-of-way as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Licensee.

If, after termination and within one hundred eighty (180) days after being directed to do so by the City, the Licensee fails to remove the Facility and restore the right-of-way, the City may perform the work and the Licensee shall reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of such work.

Termination of this License for any reason shall not release the Licensee from any liability or obligation relating to the installation, operation, maintenance, or removal of the Facility or any other term of this License.

5. Renewal of License. If both the City and the Licensee wish to extend the Term of this License, then, before the expiration of the Term, the City and the Licensee shall enter into good faith negotiations, the object of which will be to agree upon the terms of a renewal of this License. The agreement of the City shall not be withheld unreasonably. If an agreement is reached, all terms, including the agreed-upon consideration, shall be reduced to a writing signed by both parties.
6. Location, Installation, Maintenance and Removal. At its own expense, the Licensee shall install and construct the Facility of such material, and in a manner that will not at any time be a source of danger to, or interfere with the City's present or future use of the right-of-way, or the use of the right-of-way by any utility presently franchised by the City, or interfere with its use as a public way. If during installation it becomes evident that the Licensee's proposed installation will interfere with existing City installations or any existing underground installations, then the Licensee shall modify its installation within the Location to avoid the conflict, after obtaining the City's approval for the change, at the sole expense of the Licensee.

The Facility shall be constructed, installed, and maintained in conformity with plans and specifications which must be approved in advance by the City and which are made a part of this License by reference. Before performing any construction, the Licensee's contractors shall obtain all permits and insurance required by the City for work within the right-of-way and will pay all fees and reimburse the City for all reasonable and necessary costs incurred in inspecting and supervising the work performed.

After installation of the Facility, the Licensee shall back-fill, compact, repair and repave all resulting trenches, curbs, gutters and pavement to the satisfaction of the City, in accordance with the City of Albuquerque Standard Specifications for Public Works Construction, 1986, as amended.

If, in the judgment of the City, the Licensee at any time fails to perform its obligations under this section, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health and welfare, and the Licensee shall reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Licensee's obligations shall not release the Licensee from liability for any loss or damage caused by the Licensee's failure to perform its obligations.

Installation, maintenance, and removal of the Facility shall be accomplished in a manner which will not unreasonably impede City access on the Route or impede its use for operation and maintenance of infrastructure, as determined by the City. The timing and manner of such construction, maintenance, and removal shall be done in compliance with the City's requirements.

If the Facility or any part thereof is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Licensee or await action by the Licensee, the City may take over whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Licensee, which will reimburse the City within thirty (30) days after the City submits a bill to the Licensee for the costs of such actions.

7. As-Builts. Upon completion of the construction and installation of the Facility, the Licensee shall promptly provide the City with one set of reproducible as-built, record drawings, reflecting construction and installation as actually accomplished.
8. Location Markers and Marking. As deemed necessary the Licensee shall furnish, install, and place signs required by the City to give notice and location of the Facility. Licensee shall register the location of Licensee's Facility with New Mexico One-call system to allow New Mexico One-call to notice Licensee in the event of a line spot request.

Licensee shall install permanent markers situated so as not to impede use of the Route by the City, members of the public or currently franchised utilities on each side of the Route where the Facility crosses the Route. The permanent markers shall indicate the location of the Facility, the name and address of Licensee, and a telephone number to contact for information regarding the Facility. Licensee shall conduct periodic inspections of the markers to insure that such markers are legible and in place as required herein.

The Licensee shall provide access to the location of the Facility whenever requested to do so by the City, and franchised utility or any licensed contractor excavating along the route.

9. Insurance. During the Term of this License, including renewals, if any, the Licensee shall maintain coverage as required by the New Mexico Tort Claims Act. Upon

request by the City, a certificate of insurance in compliance with the above must be furnished to the City prior to the City's execution of this License.

10. Damages. The Licensee shall repair or pay for all actual damages done to the City Property and improvements, or to the improvements of the City's Tenants caused by Licensee's Operations. Licensee shall be responsible for claims or damages arising from the negligent act or failure to act of its employees and agents pursuant to this License. The liability of Licensee shall be subject to the immunities and limitations of the New Mexico Tort Claims Act Section 41-4-1 et. seq., 1978 as amended. By entering into this License the parties and its employees as defined in the New Mexico Tort Claims Act do not waive any defense, and/or do not waive any limitation of liability as provided by law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.
11. City Use. The City reserves the right to place along, under, across and over the Route and the Facility as many roads, streets, sidewalks, passageways, fire alarms, electric light and power lines, waterlines, storm drains, sanitary sewer lines, gas lines, telephone poles and telephone lines, and other utilities and facilities as the City may desire.
12. Interference with City. Whenever, after the Licensee installs the Facility, it is the City's good faith, reasonable determination that the Facility is not located as indicated on as-built plans provided to the City by the Licensee, and the Facility interferes with the City's reasonable use of the City's right-of-way, the Licensee shall immediately relocate the Facility to another location approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and the Facility interferes with the City's reasonable use of its right-of-way, the City will provide written notice to the Licensee that relocation of the Facility is required and the Licensee shall relocate the Facility within one hundred eighty (180) days of notice to the new location as approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.

13. Interference with Utility. Whenever, after the Licensee installs the Facility, it is determined that the Facility is not located as indicated on as-built plans provided to the City by the Licensee, the Facility interferes with the reasonable use of the right-of-way by a utility franchised by the City prior to execution of this License, the Licensee shall within a reasonable time relocate the facility to a location within the Route approved in advance by the City. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

If the Facility is at the location indicated on the as-built plans provided to the City by the Licensee and it is alleged by a utility franchised by the City prior to the execution of this License that the Facility interferes with the previously-franchised utility's use of the right-of-way, the Licensee shall make a good faith effort to negotiate with the previously-franchised utility to resolve any conflict. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

14. Installation by Third Party. If any road, street, sidewalk, passageway, fire alarm, electric light or power line, waterline, storm drain, sanitary sewer line, gas line, telephone pole, telephone line or other utility, appurtenances or facility is placed along or across the Facility by any entity other than the City, and the construction requires the Licensee to relocate the Facility, then that entity and the Licensee shall determine between themselves who will pay the cost of relocation and the restoration of the surface. None of the related costs shall be paid by the City.
15. Entire Agreement. This License contains the entire agreement of the parties regarding the Facility and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
16. Changes. Changes to this License are not binding unless made in writing, signed by both parties.
17. Captions. The captions to the sections or paragraphs of this License are not part of this License and will not affect the meaning or construction of any of its provisions.
18. Binding Effect. This License is binding upon and inures to the benefit of the successors and/or assigns of the parties.
19. Compliance with Laws. The Licensee and its contractors shall comply with all federal, state, and local laws, ordinances, regulations, and rules and will not discriminate illegally against any person. The Licensee's attention is specifically drawn to 62-14-1 et.seq. NMSA, (1978 Comp., 1984 Repl. Pamphlet) regarding excavation damage pipelines and underground utility lines.
20. Applicable Law. This License is governed by and construed and enforced in accordance with the laws of the State of New Mexico.
21. Construction and Severability. If any part of this License is held to be invalid or unenforceable, the remainder of this License will remain valid and enforceable if the remainder of the License is reasonably capable of completion.
22. Assignment. The Licensee shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation),

without the prior written consent of the City which consent shall not be unreasonably withheld.

23. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

UNM Real Estate Department
2811 Campus Blvd NE
UNM MSC01 1030
Albuquerque, NM 87131
Phone No.: 505-277-4620

For purposes of giving formal, written notice of the City, the City's address is:

Mayor
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Copies of any notices to the City must also be given to:

Director, Planning Department
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

Written notice must be made either personally or by regular United States Mail. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this section.

24. Approval Required. This License Agreement shall not become effective or binding until approved by the City's Engineer.

CITY OF ALBUQUERQUE

Approved By:



City Engineer

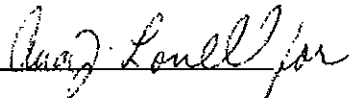
Date: 3-31-10

VF 3-31-10

W 3-30-10

LICENSEE:

By: David W. Harris



Title: EVP for Administration, CFO & COO.

Date: 3-17-2010

CITY NOTARY

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 31st day of March, 2010, by Richard Dourte, City Engineer, on behalf of the City of Albuquerque, New Mexico a municipal corporation

[Signature]
Notary Public

My commission expires:

10-17-12

LICENSEE NOTARY

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)

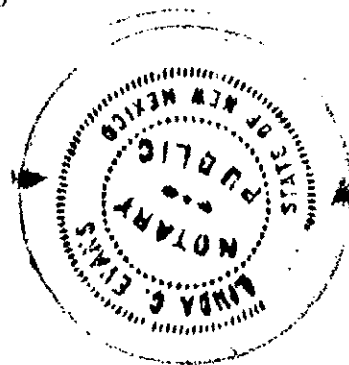
This instrument was acknowledged before me on this 17 day of March, 2010 by [name of person:] Ava Lovell for David W. Harris, [title or capacity, for instance, "President", "General Partner" or "Managing Member":] EvP for Administration, CFO & COO on behalf of Licensee.

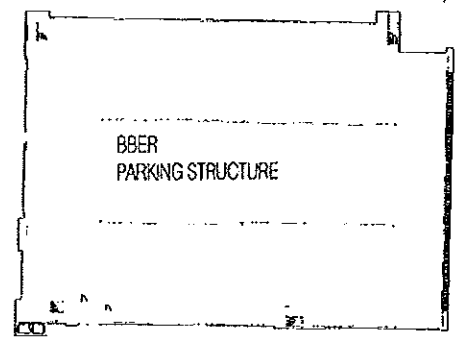
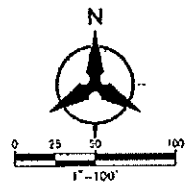
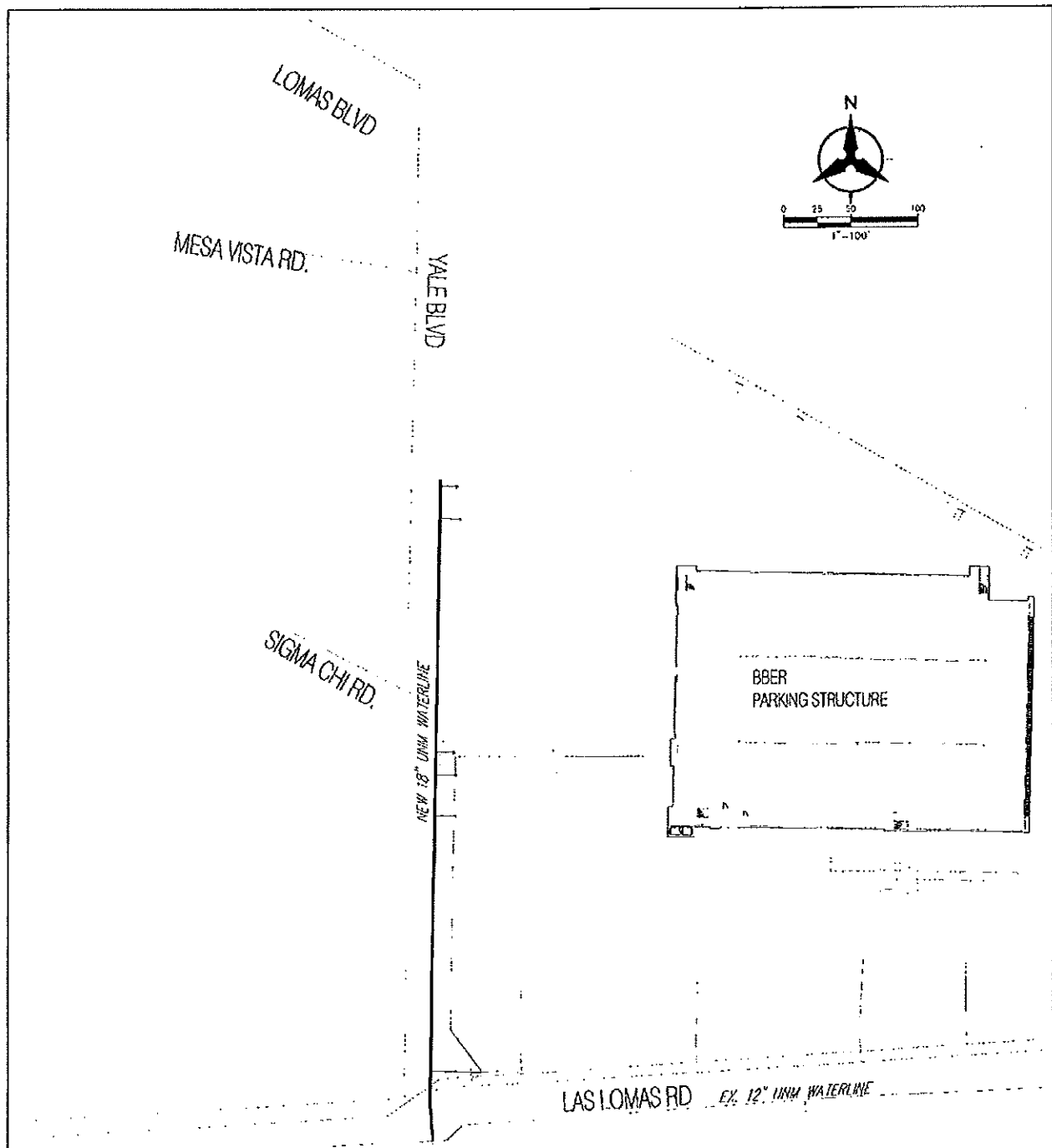
[Signature]
Notary Public

My commission expires:

4-20-2010

EXHIBIT A
(TO BE ATTACHED)





P:\projects\76651\76651.dwg 11/05/09 11:05:09

Bohannon

Huston

Court yard 1 7500 Jefferson St NE Albuquerque, NM 87109-4335

ENGINEERING SPATIAL DATA ADVANCED TECHNOLOGIES

LICENSE AGREEMENT EXHIBIT 'A' COA PROJECT # 724687			
UNM BBER PARKING STRUCTURE PUBLIC INFRASTRUCTURE			
DRAWN BY:	MJB	DATE:	11/05/09
CHECKED BY:		ZONE MAP:	J-15
			SHEET NO. 3

15th

PERMANENT EASEMENT

CPN# 724687

Grant of Permanent Easement between The Regents of the University of New Mexico, a body corporate of the State of New Mexico ("Grantor"), whose address is c/o UNM Real Estate Department, 2811 Campus Blvd NE, MSC06 3595, 1 University of New Mexico, Albuquerque, NM 87131-0001 and the City of Albuquerque, a New Mexico municipal corporation ("City"), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

Subject to existing rights of record, Grantor grants to the City an exclusive, permanent easement ("Easement") in, over, upon and across the real property described on Exhibit "A" attached hereto ("Property") for the construction, installation, maintenance, repair, modification, replacement and operation of Public Roadway Easement, together with the right to remove trees, bushes, undergrowth and any other obstacles upon the Property if the City determines they interfere with the appropriate use of this Easement.

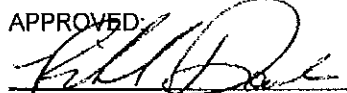
In the event Grantor constructs any improvements ("Improvements") within the Easement, the City has the right to enter upon Grantors property at any time and perform whatever inspection, installation, maintenance, repair, modification or removal ("Work") it deems appropriate without liability to the City. If the Work effects any improvements or encroachments made by the Grantor, the City will not be financially or otherwise responsible for rebuilding or repairing the Improvements or encroachments. If in the opinion of the City, the Work to be performed by the City could endanger the structural integrity or otherwise damage the Improvements or encroachments, the Grantor shall, at its own expense, take whatever protective measures are required to safeguard the Improvements or encroachments.

Grantor is the owner in fee simple of the Property and has a good lawful right to convey the Property or any part thereof and that Grantor will defend the title to the Property against all claims from all persons or entities.

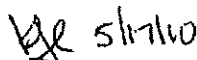
The grant and other provisions of this Easement constitute covenants running with the Property for the benefit of the City and its successors and assigns until terminated.

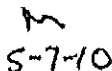
This Easement shall not be effective until approved by the City Engineer in the signature block below.

WITNESS my hand and seal this _____ day of _____, 2010.

APPROVED: 
City Engineer

5-18-10
Dated

 5-18-10

 5-7-10

GRANTOR: 
(Individual)

GRANTOR:

By: David W. Harris
Its: EVP for Administration, COO & CFO
The Regents of the University of New Mexico

Doc# 2010042623

05/10/2010 01:58 PM Page: 1 of 4
EASE R:\$16.00 M. Toulouse Oliver, Bernalillo County



GRANTOR ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 5th day of May, 2010, by David W. Harris for the Regents of the University of New Mexico, a body corporate of the State of New Mexico.

[Signature]
Notary Public

My Commission Expires:

12/20/2011

CITY'S ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on the 18th day of May, 2010 by [Signature], City Engineer, Planning Department, for the City of Albuquerque, a New Mexico municipal corporation, on behalf of the corporation.

[Signature]
Notary Public

My Commission Expires:

10-29-12

(EXHIBIT "A" ATTACHED)

- 2 -

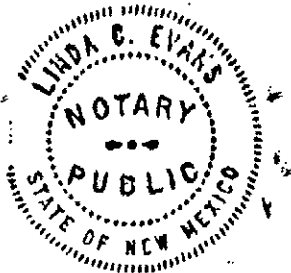


EXHIBIT "A"

DESCRIPTION

A certain tract of land situate within the southwest 1/4 of Section 16, Township 10 North, Range 3 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, being a portion of unplatted land and being more particularly described by New Mexico State Plane grid bearings (NAD83 Central Zone) and ground distances as follows:

BEGINNING at the most westerly corner of the tract herein described, a point on the southerly right-of-way of Lomas Boulevard NE, **WHENCE** the City of Albuquerque Control Monument "6-J16" a Brass Disk set in concrete, having New Mexico State Plane Grid Coordinates, (NAD 83 Central Zone) N=1489958.070 and E=1530455.439 bears N25°59'49"E a distance of 2576.67 feet;

THENCE along the northerly boundary of the tract herein described, coincident with said southerly right-of-way of Lomas boulevard NE, S60°13'57"E a distance of 310.67 feet to a non-tangent point of curvature at the most easterly corner of the tract herein described;

THENCE leaving said southerly right-of-way of Lomas Boulevard NE along the southerly boundary of the tract herein described, the following eight (8) courses;

8.60 feet along the arc of a curve to the left having a radius of 20.16 feet, a central angle of 24°27'13" and a chord bearing S80°10'17"W a distance of 8.54 feet to a point of non-tangency;

N71°57'06"W a distance of 48.67 feet to a point;

N89°48'56"W a distance of 5.58 feet to a point;

N89°52'22"W a distance of 9.03 feet to a point;

N26°17'21"W a distance of 20.82 feet to a point;

N60°13'57"W a distance of 164.72 feet to a point of curvature;

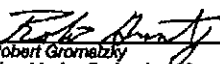
44.67 feet along the arc of a curve to the right having a radius of 157.06 feet, a central angle of 16°15'32" and a chord bearing N52°08'54"W a distance of 44.42 feet to a point of reverse curvature;

20.20 feet along the arc of a curve to the left having a radius of 142.94 feet, a central angle of 8°05'50" and a chord bearing N45°04'03"W a distance of 20.18 feet to the **POINT OF BEGINNING**.

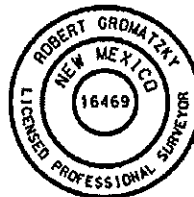
This tract contains 3,135 square feet or 0.0720 acre, more or less.

SURVEYOR'S CERTIFICATION

I, Robert Gromatzky, New Mexico Professional Surveyor No. 16469, do hereby certify that this Legal Description 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 this 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.


Robert Gromatzky
New Mexico Professional Surveyor No. 16469

Date: December 29, 2009



Bohannon & Huston

Courtyard | 7500 Jefferson St. NE Albuquerque, NM 87109-4339

ENGINEERING & SPATIAL DATA & ADVANCED TECHNOLOGIES

PAGE 1 OF 2

P:\090450\survey\EXHIBITS\090450RoadwayExhibit.dgn
29-DEC-2009 -

090450 012

EXHIBIT "A"

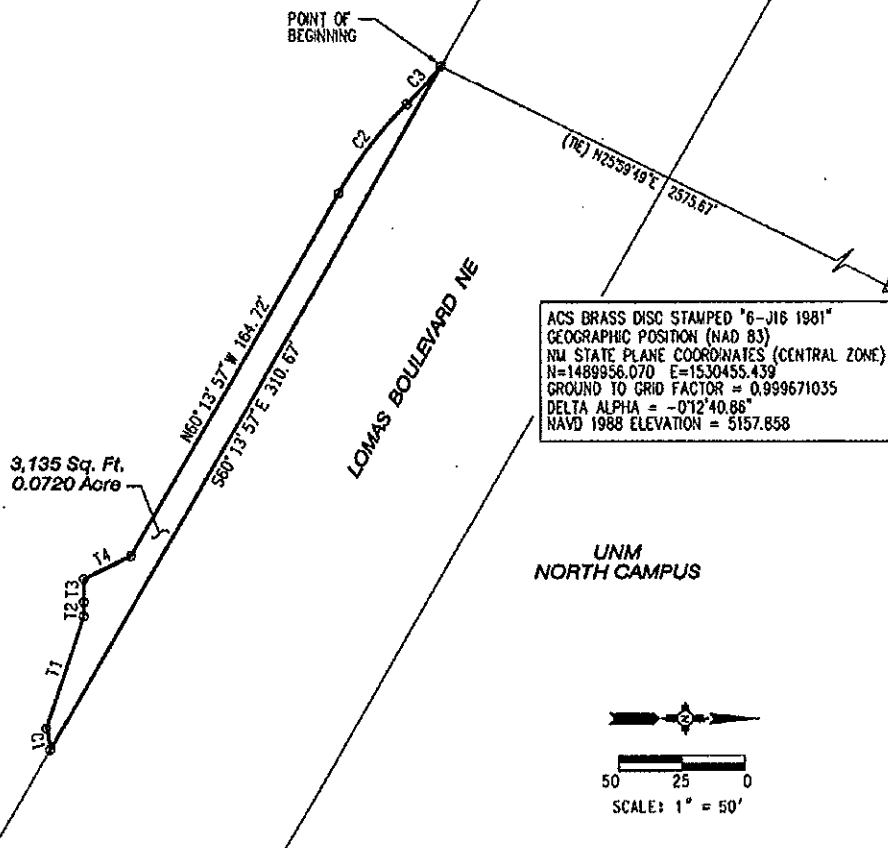
MESA
VISTA
ROAD

YALE BOULEVARD NE

Curve Data						
ID	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	24° 27' 13"	4.37'	8.60'	20.15'	8.54'	S80° 10' 17" W
C2	16° 15' 32"	22.44'	44.57'	157.06'	44.42'	N52° 08' 54" W
C3	08° 05' 50"	10.12'	20.20'	142.94'	20.18'	N48° 04' 03" W

Tangent Data		
ID	BEARING	DISTANCE
T1	N71° 57' 08" W	46.67'
T2	N89° 46' 56" W	5.56'
T3	N89° 52' 22" W	9.03'
T4	N26° 17' 21" W	20.82'

NOTE: BASIS OF BEARINGS IS BETWEEN CITY OF ALBUQUERQUE
CONTROL MONUMENTS '8_J16' AND '15_K16'
BEARING IS S14° 31' 18" E



ACS BRASS DISC STAMPED "6-J16 1981"
GEOGRAPHIC POSITION (NAD 83)
NM STATE PLANE COORDINATES (CENTRAL ZONE)
N=1489956.070 E=1530455.439
GROUND TO GRID FACTOR = 0.999671035
DELTA ALPHA = -0° 12' 40.86"
NAVD 1988 ELEVATION = 5157.858

To Search: Enter data in any white field and press Display.

Bill #	2011-142541			Zone Atlas 1	J	2	15	3				
UPC 1	1	2	015	3	058	4	498	5	380	6	10253	7
Owner 1	REGENTS OF UNM					Parcel ID	101505849838010253					
Owner 2	REAL ESTATE DEPT					Link to Treasurer						
Last Name	REGENTS					First Name	OF UNM					
Mailing Addr 1	MSC06-3595-1 UNIVERSITY OF NM											
Mailing Addr 2	ALBUQUERQUE NM 87131 0001											
Situs Address	UNIVERSITY BLVD NE											
Legal Desc.	T10N SEC 16 R3E LOT 1 & 2 UNM											
Assd Land Val	627900			Assd Bldg Val	74300			Assd GBLT	0			
Tax Land Val	209279			Tax Bldg	24764			Total Assd Val	234043			
Vet Exempt	0			HH Exmpt	0			Oth Exmpt	0			
MRGCD	<input type="checkbox"/> AMAFCA <input type="checkbox"/>			Prop Type	COMM			Doc #				
								Net Tax	0			
								Net Amt	0			

Back	Display	Clear	< 	<	<input type="text" value="1"/>	>	 >	 >	Recs: <input type="text" value="1"/>	Export
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LINKS

- Assessor's Home Page
- Treasurer's Home Page

SEARCH BY

- Property Address
- Parcel ID

ASSESSMENT RECORDS

- Current Ownership Data
- Notice of Values
- Map

TREASURER RECORDS

- Tax Bill
- Property Tax Calculator
- Tax & Payment History
- ***Pay Online***

SEARCH MANAGER

- Previous
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PORTFOLIO

- Add to Portfolio
- Portfolio Manager

TAX BILL

PROPERTY ADDRESS AND DESCRIPTION
PARCELUNIVERSITY BLVD NE
T10N SEC 16 R3E LOT 1 & 2 UNM

2011

PARCEL NUMBER: 101505849838010253



TREASURER
BERNALILLO COUNTY
PO BOX 627
ALBUQUERQUE, N.M. 87103-0627
(505) 468-7031
TREASURERS OFFICE
E-MAIL:
TREAS@BERNCO.GOV

2011 TAX BILL

THIS TAX BILL IS THE
ONLY NOTICE YOU WILL
RECEIVE FOR PAYMENT
OF BOTH INSTALLMENTS
OF YEAR 2011
PROPERTY TAX

AFC

1 015 058 498 380 10253
REGENTS OF UNM
REAL ESTATE DEPT
MSC06-3595-1 UNIVERSITY OF NM
ALBUQUERQUE NM 87131 0001

A1A TAX DISTRICT

PROPERTY	CODE	VALUE
ASSESSED VALUE LAND		627,900
ASSESSED VALUE IMPROVEMENTS		74,300
ASSESSED VALUE PERS PROP		0
TAXABLE VALUE LAND		209,279
TAXABLE VALUE IMPROVEMENTS		24,764
TAXABLE VALUE PERS PROP		0
TOTAL VALUATION		234,043
STATUTORY EXEMPTION		234,043
VETERAN EXEMPTION		0
NET TAXABLE VALUE	6NMS	0

AGENCIES	TAX RATE	NET TAXABLE VALUE	AMOUNT DUE
TOTAL RATE	0.000	2011 TAX >>	0.00

1st half payment becomes delinquent after Dec 10, 2011
2nd half payment becomes delinquent after May 10, 2012
Postmark by these dates for each half is on time...

CLICK HERE TO SEE TAX & PAYMENT HISTORY

OTHER TAX DUE:



YEAR	TAX	INTEREST	PENALTY	FEES	AMOUNT DUE
------	-----	----------	---------	------	------------

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LINKS

- Assessor's Home Page
- Treasurer's Home Page

TAX & PAYMENT HISTORY

TAX AND PAYMENT HISTORY FOR: 1 015 058 498 380 10253

SEARCH BY

- Property Address
- Parcel ID

ASSESSMENT RECORDS

- Current Ownership Data
- Notice of Values
- Map

TREASURER RECORDS

- Tax Bill
- Property Tax Calculator
- Tax & Payment History
- ***Pay Online***

SEARCH MANAGER

- Previous
- Next
- Return to List

PORTFOLIO

- Add to Portfolio
- Portfolio Manager

YEAR	NET TAXABLE	TAX	INTEREST	PENALTY	FEES	PAID	AMOUNT DUE
2002	0	0.00	0.00	0.00	0.00	0.00	0.00
2003	0	0.00	0.00	0.00	0.00	0.00	0.00
2004	0	0.00	0.00	0.00	0.00	0.00	0.00
2005	0	0.00	0.00	0.00	0.00	0.00	0.00
2006	0	0.00	0.00	0.00	0.00	0.00	0.00
2007	0	0.00	0.00	0.00	0.00	0.00	0.00
2008	0	0.00	0.00	0.00	0.00	0.00	0.00
2009	0	0.00	0.00	0.00	0.00	0.00	0.00
2010	0	0.00	0.00	0.00	0.00	0.00	0.00
2011	0	0.00	0.00	0.00	0.00	0.00	0.00
Summary of Taxes Due		Payment Information				Amount Due	
1st Half Delinquent after Dec. 10, 2011		Current as of				Valid until	
2nd Half Delinquent after May 10, 2012		8/10/2012				9/10/2012	
	1ST HALF DUE	0.00	0.00	0.00	0.00	0.00	0.00
	2ST HALF DUE	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL DUE	0.00	0.00	0.00	0.00	0.00	0.00

To get Current Pay online Now!

Note!! All payments will be applied to Penalty and Interest First then the Oldest Tax Bill

ENTER PAYMENTS: Pay

Click on Pay Button to Continue or Change Amount

CONTACT THE BERNALILLO COUNTY TREASURER AT 505-468-7031 FOR CURRENT TAX AMOUNTS IF PAYMENTS ARE MADE AFTER THE 9/10/2012 DATE.

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- [Property Address](#)
- [Parcel ID](#)

ASSESSMENT RECORDS

- [Current Ownership Data](#)
- [Notice of Values](#)
- [Map](#)

TREASURER RECORDS

- [Tax Bill](#)
- [Property Tax Calculator](#)
- [Tax & Payment History](#)
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PORTFOLIO

- [Add to Portfolio](#)
- [Portfolio Manager](#)

NOTICE OF VALUES

JURISDICT: 02	PARCEL ID: 1 015 058 498 380 10253	TAX YEAR: 2012
ROLLTYPE: RP	PROTEST DEADLINE: 30-MAR-12	
TAX DISTRICT A1	MRG: AFC: A CLASS: NR	
OWNER 1: REGENTS OF UNM	FULL LAND VALUE: 627,900	
OWNER 2: REAL ESTATE DEPT	AGRIC. LAND: 0	
ADDRESS: MSC06-3595-1 UNIVERSITY OF NM	FULL IMPV. VALUE: 74,300	
ALBUQUERQUE NM 87131 0001	TOTAL FULL VALUE: 702,200	
LOCATION: UNIVERSITY BLVD NE	TAXABLE (1/3 FULL): 234,043	
DOCUMENT #:	EXEMPTIONS	
	HEAD OF FAMILY: 0	
	VETERAN: 0	
	OTHER (SNMS): 234,043	
	NET TAXABLE VALUE: 0	
PROPERTY DESCRIPTION LEGAL		
• T10N SEC 16 R3E LOT 1 & 2 UNM		
COMMENTS		

To Search: Enter data in any white field and press Display.

Bill #	2011-151328		Zone Atlas 1	J	2	16	3
UPC 1	1	2	016	3	058	4	063
				5	329	6	20107
						7	
Owner 1	REGENTS OF UNM				Parcel ID	101605806332920107	
Owner 2	REAL ESTATE DEPT				Link to Treasurer		
Last Name	REGENTS				First Name	OF UNM	
Mailing Addr 1	MSC06-3595-1 UNIVERSITY OF NM						
Mailing Addr 2	ALBUQUERQUE NM 87131 0001						
Situs Address	1101 YALE BLVD NE						
Legal Desc.	T10N R3E SEC15 NW 1/4 SW1/4 40AC UNM						
Assd Land Val	851600		Assd Bldg Val	505600		Assd GBLT Val	0
Tax Land Val	283838		Tax Bldg Val	168516		Total Assd Val	452354
Vet Exempt	0		HH Exmpt	0		Net Tax	0
MRGCD	<input type="checkbox"/> AMAFCA <input type="checkbox"/> Prop Type		COMM	Doc #		Net Amt	0

Back

Display

Clear

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Recs: 1

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BERNALILLO COUNTY, NEW MEXICO Bernco View A to Z Video Ordinances

Today is August 13, 2012

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TREASURER RECORDS

- Tax Bill
- Property Tax Calculator
- Tax & Payment History
- ***Pay Online***

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PORTFOLIO

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- Portfolio Manager

TAX BILL

PROPERTY ADDRESS AND DESCRIPTION
PARCEL1101 YALE BLVD NE
T10N R3E SEC15 NW 1/4 SW1/4 40AC UNM

2011

PARCEL NUMBER: 101605806332920107



TREASURER
BERNALILLO COUNTY
PO BOX 627
ALBUQUERQUE, N.M. 87103-0627
(505) 468-7031
TREASURERS OFFICE
E-MAIL:
TREAS@BERNCO.GOV

2011 TAX BILL

THIS TAX BILL IS THE
ONLY NOTICE YOU WILL
RECEIVE FOR PAYMENT
OF BOTH INSTALLMENTS
OF YEAR 2011
PROPERTY TAX

AFC

1 016 058 063 329 20107
REGENTS OF UNM
REAL ESTATE DEPT
MSC06-3595-1 UNIVERSITY OF NM
ALBUQUERQUE NM 87131 0001

A1A TAX DISTRICT

PROPERTY	CODE	VALUE
ASSESSED VALUE LAND		851,600
ASSESSED VALUE IMPROVEMENTS		505,600
ASSESSED VALUE PERS PROP		0
TAXABLE VALUE LAND		283,838
TAXABLE VALUE IMPROVEMENTS		168,516
TAXABLE VALUE PERS PROP		0
TOTAL VALUATION		452,354
STATUTORY EXEMPTION		452,354
VETERAN EXEMPTION		0
NET TAXABLE VALUE	8NMS	0

AGENCIES	TAX RATE	NET TAXABLE VALUE	AMOUNT DUE
TOTAL RATE	0.000	2011 TAX >>	0.00

1st half payment becomes delinquent after Dec 10, 2011
2nd half payment becomes delinquent after May 10, 2012
Postmark by these dates for each half is on time...

CLICK HERE TO SEE TAX & PAYMENT HISTORY

OTHER TAX DUE:



YEAR	TAX	INTEREST	PENALTY	FEES	AMOUNT DUE
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TAX & PAYMENT HISTORY

TAX AND PAYMENT HISTORY FOR: 1 016 058 063 329 20107

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YEAR	NET TAXABLE	TAX	INTEREST	PENALTY	FEES	PAID	AMOUNT DUE
2002	0	0.00	0.00	0.00	0.00	0.00	0.00
2003	0	0.00	0.00	0.00	0.00	0.00	0.00
2004	0	0.00	0.00	0.00	0.00	0.00	0.00
2005	0	0.00	0.00	0.00	0.00	0.00	0.00
2006	0	0.00	0.00	0.00	0.00	0.00	0.00
2007	0	0.00	0.00	0.00	0.00	0.00	0.00
2008	0	0.00	0.00	0.00	0.00	0.00	0.00
2009	0	0.00	0.00	0.00	0.00	0.00	0.00
2010	0	0.00	0.00	0.00	0.00	0.00	0.00
2011	0	0.00	0.00	0.00	0.00	0.00	0.00
Summary of Taxes Due		Payment Information			Amount Due		
1st Half Delinquent after Dec. 10, 2011		Current as of			Valid until		
2nd Half Delinquent after May 10, 2012		8/10/2012			9/10/2012		
	1ST HALF DUE	0.00	0.00	0.00	0.00	0.00	0.00
	2ST HALF DUE	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL DUE	0.00	0.00	0.00	0.00	0.00	0.00

To get Current Pay online Now!

Note!! All payments will be applied to Penalty and Interest First then the Oldest Tax Bill

ENTER PAYMENTS: Pay

Click on Pay Button to Continue or Change Amount



CONTACT THE BERNALILLO COUNTY TREASURER AT 505-468-7031 FOR CURRENT TAX AMOUNTS IF PAYMENTS ARE MADE AFTER THE 9/10/2012 DATE.

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NOTICE OF VALUES

JURISDICT: 02 PARCEL ID: 1 016 058 063 329 20107		TAX YEAR: 2012
ROLLTYPE: RP PROTEST DEADLINE: 30-MAR-12		
TAX DISTRICT A1 MRG: AFC: A CLASS: NR		
OWNER 1:	REGENTS OF UNM	FULL LAND VALUE: 851,600
OWNER 2:	REAL ESTATE DEPT	AGRIC. LAND: 0
ADDRESS:	MSC06-3595-1 UNIVERSITY OF NM	FULL IMPV. VALUE: 505,600
	ALBUQUERQUE NM 87131 0001	TOTAL FULL VALUE: 1,357,200
LOCATION:	1101 YALE BLVD NE	TAXABLE (1/3 FULL): 452,354
DOCUMENT #:		EXEMPTIONS
		HEAD OF FAMILY: 0
		VETERAN: 0
		OTHER (6NMS): 452,354
		NET TAXABLE VALUE: 0
PROPERTY DESCRIPTION LEGAL		
• T10N R3E SEC15 NW 1/4 SW1/4 40AC UNM		
COMMENTS		