

Appendix F

Easement Information

PERMANENT EASEMENT

Grant of Permanent Easement, by _____ (“Grantor”), whose address is _____, to the **Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision (“Water Authority”), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

Grantor grants to the Water Authority 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 water and sanitary sewer lines and facilities (collectively “Public Water and Sewer Lines”), together with the right to remove trees, shrubs, undergrowth and any other obstacles upon the Property if the Water Authority determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs or places any improvements or encroachments (collectively “Improvements”) within or upon the Property, the Water Authority has the right to enter upon the Property at any time to inspect, install, maintain, repair, modify, replace or remove (collectively “Work”) the Public Water and Sewer Lines as the Water Authority deems necessary or appropriate. If the Work affects any Improvements, the Water Authority shall not be financially liable or otherwise responsible for replacing, rebuilding or repairing the Improvements. If, in the opinion of the Water Authority, the Work could endanger the structural integrity or otherwise damage the Improvements, the Grantor shall, at his own expense, take whatever protective measures the Grantor deems necessary or appropriate to safeguard the Improvements.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any interest therein, and that Grantor will forever warrant and 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 Water Authority and its successors and assigns until terminated.

GRANTOR

Acknowledged:

Albuquerque Bernalillo County
Water Utility Authority

By: _____
[name] [and title if for a company]

Date: _____

By: _____
Engineer

[corporate acknowledgment]

STATE OF NEW MEXICO)
) **ss**
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, by _____ [name], _____ [title] of _____ [company name], a _____ [type of entity], on behalf of said company.

Notary Public

My Commission Expires:

[acknowledgement for individual]

STATE OF NEW MEXICO)
) **ss**
COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of _____, by _____ [name].

Notary Public

My Commission Expires:

PERMANENT EASEMENT

Grant of Permanent Easement, by ERMA FACH ("Grantor"), whose address is 93 Camino El Alto N.E. Rt 5, to the **Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision ("Water Authority"), whose address is P.O. Box 1293, Albuquerque, New Mexico, 87103.

Grantor grants to the Water Authority 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 water and sanitary sewer lines and facilities (collectively "Public Water and Sewer Lines"), together with the right to remove trees, shrubs, undergrowth and any other obstacles upon the Property if the Water Authority determines they interfere with the appropriate use of this Easement.

In the event Grantor constructs or places any improvements or encroachments (collectively "Improvements") within or upon the Property, the Water Authority has the right to enter upon the Property at any time to inspect, install, maintain, repair, modify, replace or remove (collectively "Work") the Public Water and Sewer Lines as the Water Authority deems necessary or appropriate. If the Work affects any Improvements, the Water Authority shall not be financially liable or otherwise responsible for replacing, rebuilding or repairing the Improvements. If, in the opinion of the Water Authority, the Work could endanger the structural integrity or otherwise damage the Improvements, the Grantor shall, at his own expense, take whatever protective measures the Grantor deems necessary or appropriate to safeguard the Improvements.

Grantor covenants and warrants that Grantor is the owner in fee simple of the Property, that Grantor has a good lawful right to convey the Property or any interest therein, and that Grantor will forever warrant and 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 Water Authority and its successors and assigns until terminated.

GRANTOR ECHO CANYON CORP.
ERMA K. FACH

By: _____
[name] [and title if for a company]

Date: September 9, 2008

Acknowledged:

**Albuquerque Bernalillo County
Water Utility Authority**

By: [Signature]
Engineer

Doc# 2008110492
10/07/2008 02:42 PM Page: 1 of 4
EASE R: \$15.00 M. Toulouse Oliver, Bernalillo County

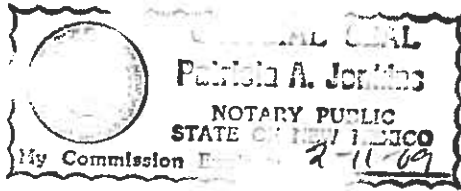
[corporate acknowledgment]

STATE OF NEW MEXICO)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 22nd day of September, ²⁰⁰⁸ by John Stump, III [name], Engineer [title] of _____ [company name], a _____ [type of entity], on behalf of said company.

Patricia A. Jenkins
Notary Public

My Commission Expires:
2-11-09



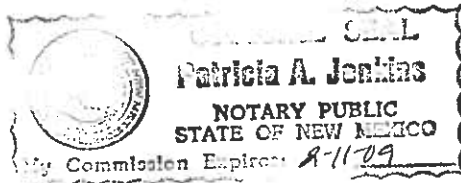
[acknowledgement for individual]

STATE OF NEW MEXICO)
) ss
COUNTY OF Bernalillo)

This instrument was acknowledged before me on this 9th day of September, ²⁰⁰⁸ by Arma K. Fach [name].

Patricia A. Jenkins
Notary Public

My Commission Expires:
2-11-09



EXHIBIT

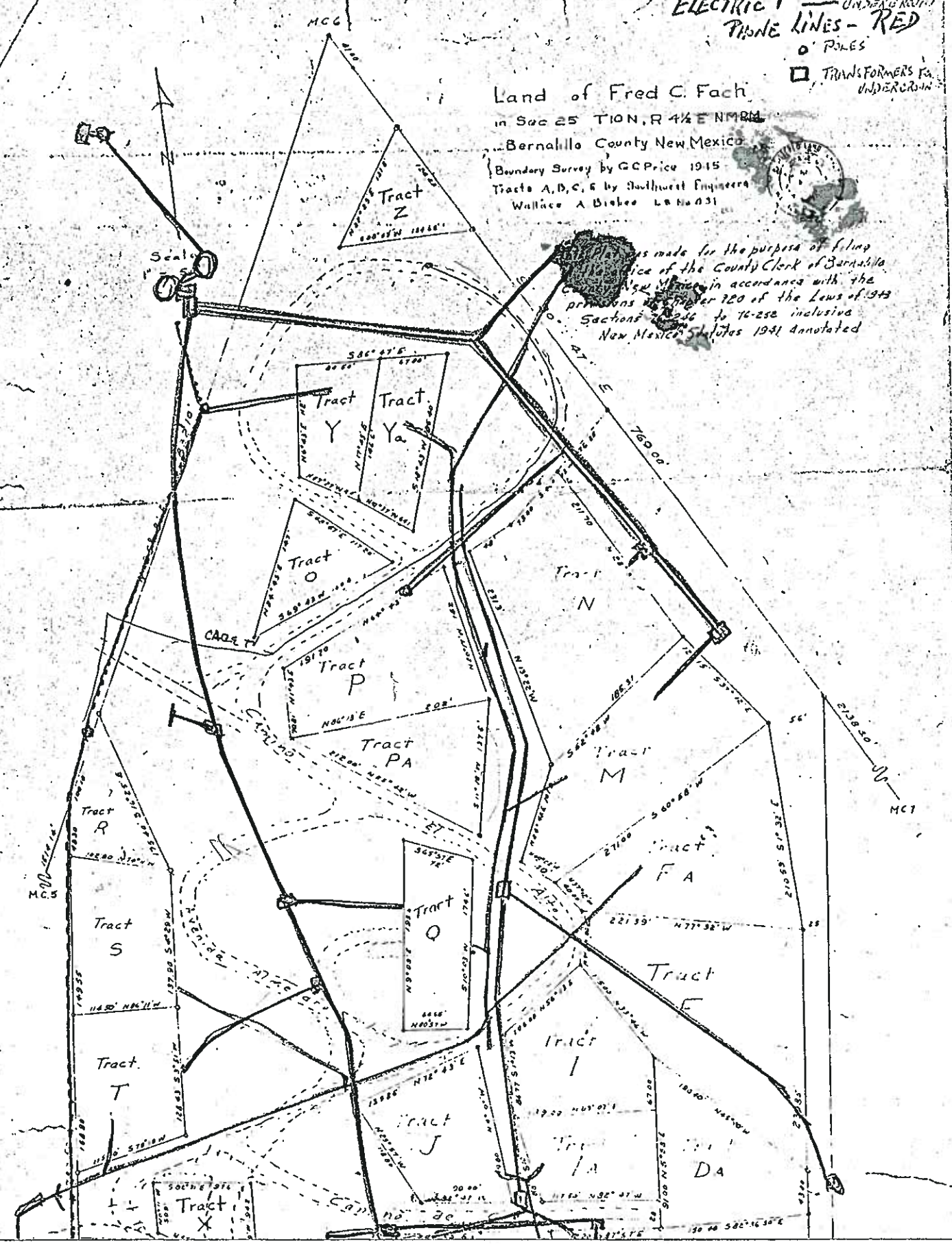
A

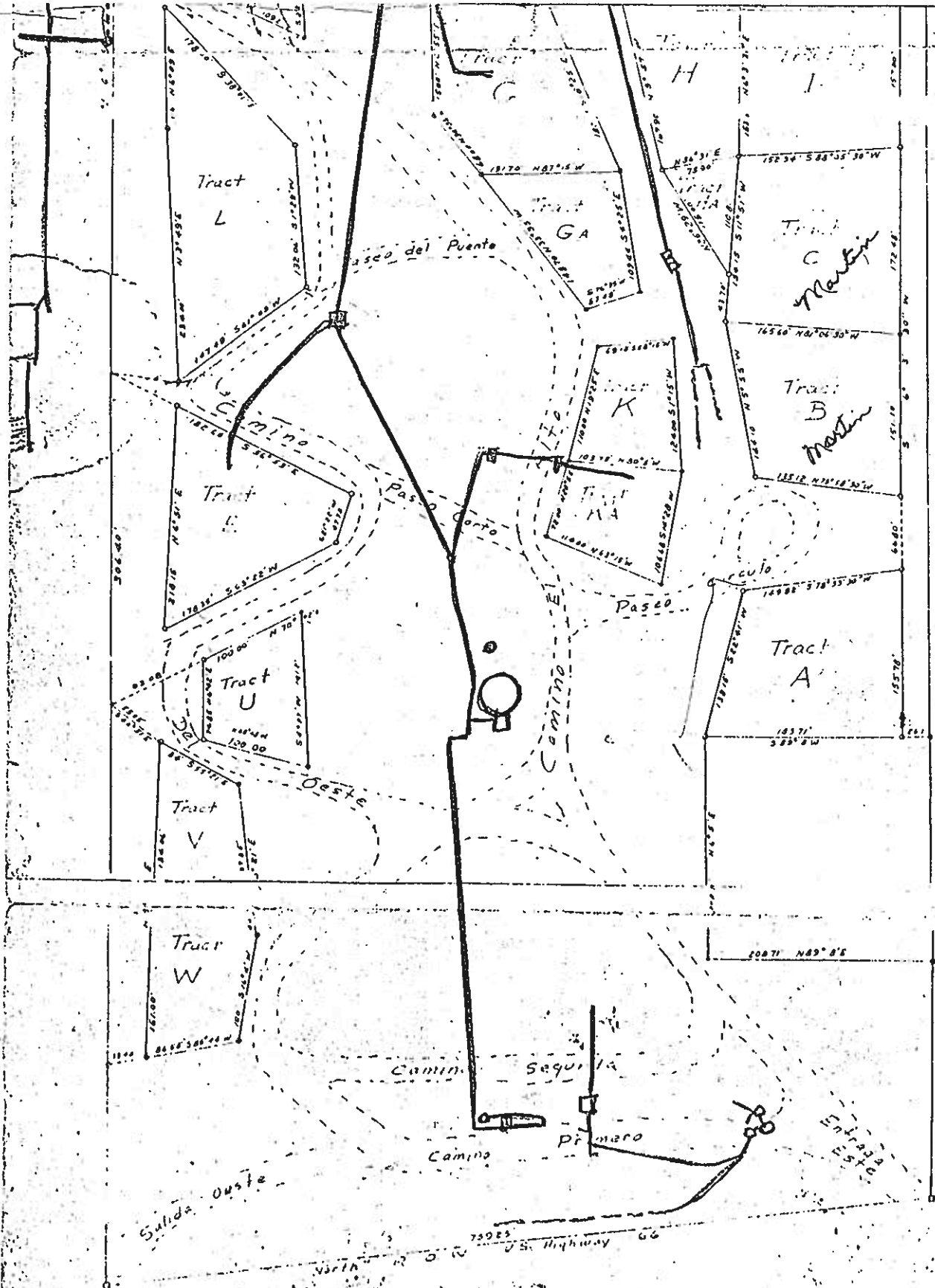
WATER LINE - GREEN
 SEWER LINE - PURPLE
 ELECTRIC $\begin{cases} \text{---} & \text{OVERHEAD} \\ \text{---} & \text{UNDERGROUND} \end{cases}$
 PHONE LINES - RED
 ○ POLES
 □ TRANSFORMERS (OVERGROUND)
 □ TRANSFORMERS (UNDERGROUND)

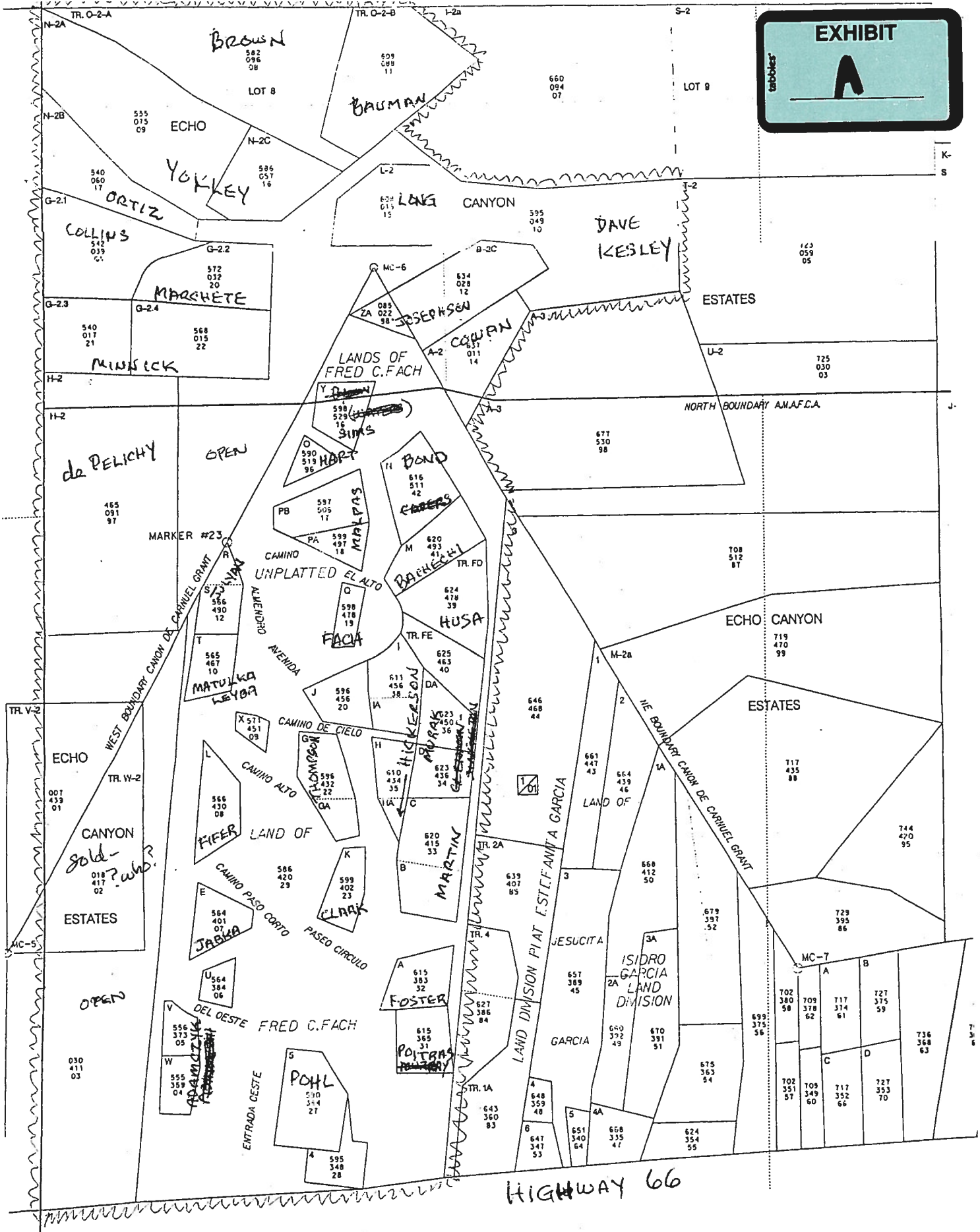
Land of Fred C. Fach
 in Sec 25 T10N, R 4E NMBM
 Bernalillo County New Mexico
 Boundary Survey by G.C. Price 1915
 Tracts A, B, C, & by Southwest Engineers
 Wallace A. Bisbee L.S. No. 231



This map was made for the purpose of filing
 in the office of the County Clerk of Bernalillo
 County, New Mexico, in accordance with the
 provisions of Chapter 20 of the Laws of 1913
 Sections 2246 to 2252 inclusive
 New Mexico Statutes 1941 Annotated







BETTER MAP
- current names on properties

ECHO CANYON
NEIGHBORHOOD ASSOCIATION

