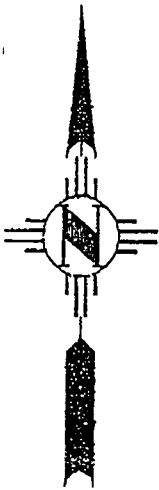


Order No. C-950

# IMPROVEMENT LOCATION REPORT SKETCH



SCALE: 1"=10'

Post-it® Fax Note	7671	Date	11/1/01	# of pages	2
To	Rubin Phillips	From	Allen Adonis		
Co./Dept.		Co.			
Phone #		Phone #	342-5118		
Fax #	505.241.2376	Fax #	344.9341		

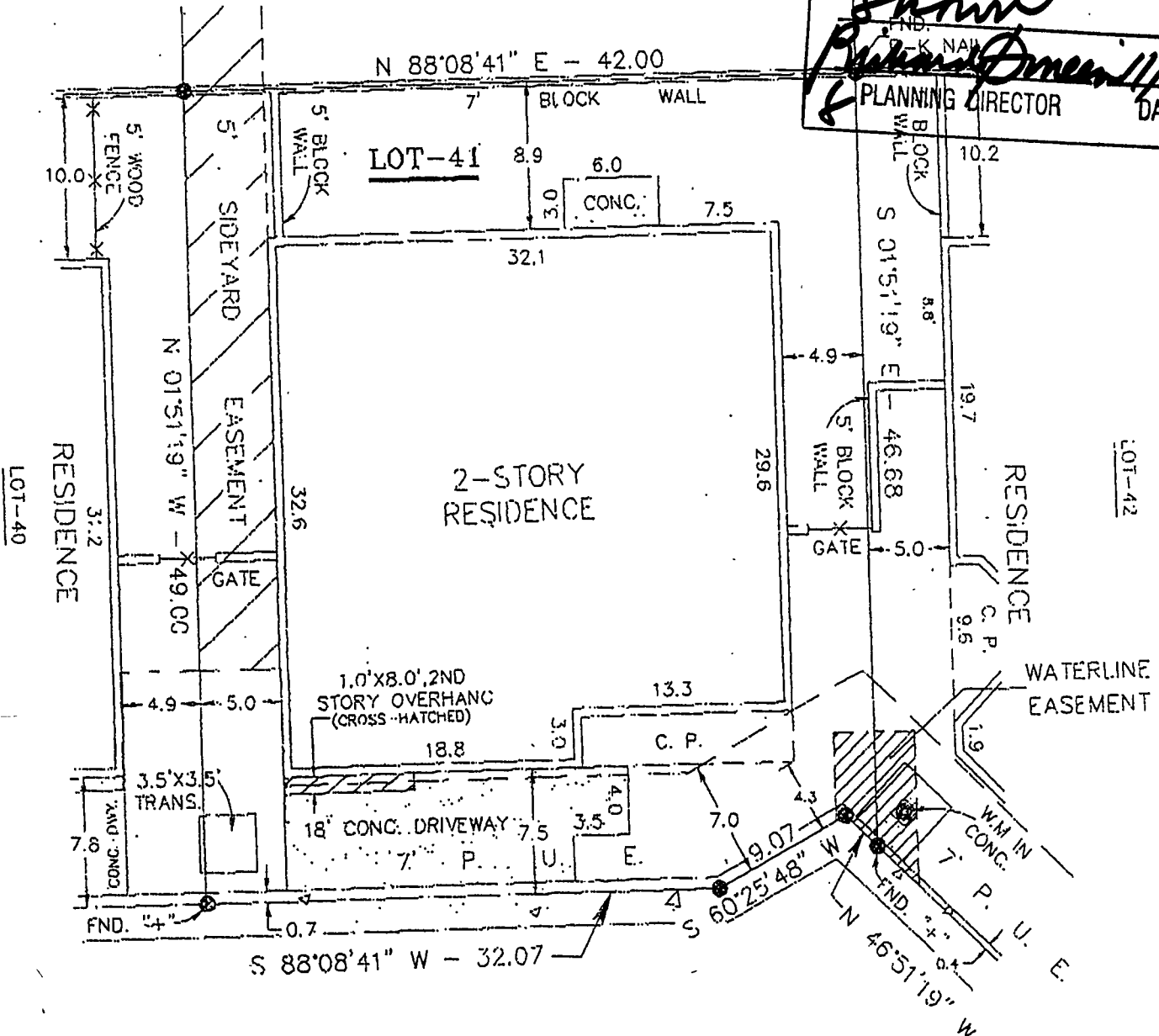
## DOB-97-140 Exhibit "A"

Project 100052

ADMINISTRATIVE  
DEVELOPMENT PLAN AMENDMENT  
FILE NO. AA-01236-  
AA-01674  
encroachment as shown  
P. K. NAW  
PLANNING DIRECTOR  
DATE 11/20/01

LOT-43

LOT-44





**Electric Services**

Alvarado Square, Albuquerque, New Mexico 87158

**EASEMENT ENCROACHMENT AGREEMENT**

This Easement Encroachment Agreement made this 8<sup>th</sup> day of November, 19 2001

by and between (BUYER/BORROWER, OWNER) Donald McKeough and Nicole McKeough, husband and wife

whose address is 3216 Mountainside Parkway NE

(hereinafter called "First Party"), (his) (her) (their) (its) heirs, successors and assigns, and PUBLIC SERVICE COMPANY OF NEW MEXICO. A New Mexico Corporation for its Electric Services Division, (hereinafter called ("PNM") ("Parties").

WITNESSETH:

WHEREAS, PNM is the Grantee of a certain easement within the hereinafter described property.

WHEREAS, First Party desires to encroach upon the Easement as more particularly specified hereinafter, and WHEREAS, PNM has agreed to said encroachment: NOW THEREFORE, for and in consideration of the sum of One and No/100 (\$1.00) DOLLAR, in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, PNM does hereby grant First Party the right to encroach upon the Easement only to the extent of, and for the purposes set forth below:

Encroachment of a covered patio 2.7 feet into the southerly seven (7) foot easement in lot 41, of the Plat of TRAMWAY HIGHLANDS, a subdivision filed for record in the office of the County Clerk in Bernalillo County, New Mexico on December 23, 1997 in Plat Book 97C, page 364.

Encroachment shown on Exhibit "A" attached and made a part of this document.

By granting the aforesaid right to encroach PNM does not waive or relinquish any rights that it may have under or by reason of the Easement including, but not limited to the right to build, rebuild, construct, reconstruct, locate, relocate, change, modify, renew, operate and maintain its electric lines (including underground lines), poles, guywires and other electric equipment, fixtures and structures that are now located, or may in the future be located, through, on, within, or under the Easement. First Party, at its sole cost and expense, agrees to remove or relocate its encroachment upon the written request of PNM within 90 days of such written request. First Party appoints PNM its agent to accomplish said removal or relocation at First Party's expense if First Party fails to remove or relocate such encroachment within such time period.

THIS INFORMATION TO BE PROVIDED BY TITLE COMPANY

PNM USE ONLY FOR LEGAL DESCRIPTION

In consideration of PNM granting First Party the right to encroach upon the Easement, First Party hereby agrees to indemnify and hold harmless PNM, its agents and employees, from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement, regardless of the cause of said injuries or damages; provided, however, that notwithstanding anything to the contrary in this paragraph, First Party shall not be required to indemnify PNM for liability, claims, damages, losses or expenses, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by PNM, or the agents or employees of PNM; or (b) the giving of or the failure to give directions or instructions by PNM, or the agents or employees of PNM, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In consideration of PNM permitting First Party to encroach upon the Easement, First Party agrees that PNM shall not be responsible for any damage caused to facilities, equipment, structures or other property of First Party if damaged by reason of PNM's use of Easement.

First Party shall comply with all applicable laws, ordinances, rules and regulations enacted or promulgated by any federal, state or local governmental body having jurisdiction over First Party's encroachment.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, personal representatives, successors and assigns of the Parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of First Party shall have the right to use, alter or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

BUYER/BORROWER-OWNER (First Party):

PUBLIC SERVICE COMPANY OF NEW MEXICO

By:

X *D. McKeough*  
*Nicole McKeough*

*[Signature]*

PNM USE ONLY

STATE OF NEW MEXICO

COUNTY OF Bernalillo } SS

This instrument was acknowledged before me on November 9 2001

by Rob Roberts, a manager

of the Public Service Company of New Mexico, a New Mexico corporation, for its Electric Services Division on behalf of said corporation



OFFICIAL SEAL  
RUBIN PHILLIPS  
NOTARY PUBLIC  
STATE OF NEW MEXICO

My Commission Expires 8-9-05

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 8-9-05

STATE OF NEW MEXICO

COUNTY OF Bernalillo } SS

This instrument was acknowledged before me on November 8th 2001

by Donald McKeough and Nicole McKeough



OFFICIAL SEAL  
JENICE C. MONTOYA  
NOTARY PUBLIC  
STATE OF NEW MEXICO

My Commission Expires 8-20-05

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 8-20-05

FOR RECORDER'S USE ONLY

PNM REFERENCE NUMBER

[Empty box for PNM Reference Number]