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ENCROACHMENT EASEMENT AGREEMENT

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THIS ENCROACHMENT EASEMENT AGREEMENT ("Agreement") is made and executed this 20<sup>th</sup> day of November, 1996, by and between RICHARD MARTINEZ and GLORIA MARTINEZ, husband and wife ("MARTINEZ"), and THERESA VILLEGAS, an unmarried woman ("VILLEGAS").

WHEREAS, MARTINEZ are the Owners of that certain real property being more particularly described as follows:

Lot numbered Six (6) of the Contreras Addition to the City of 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 March 11, 1959.

("Lot 6"); and

WHEREAS, VILLEGAS is the Owner of that certain real property to the south of Lot 6, described as follows:

A certain tract of Land in Albuquerque, New Mexico, being all of Tract 12-A-1-A as shown on the Middle Rio Grande Conservancy District property Map No. 35, and being more particularly described as follows:

BEGINNING at the southeast corner of the tract herein described, whence the northwest corner of Section 7, T10N, R3E, N.M.P.M., bears N. 28 deg. 41' 10" W., 802.88 feet and from said beginning point running Thence N. 87 deg. 46' 20" W., 282.10 feet to an iron stake at the southwest corner a point located on the easterly right-of-way line of Rio Grande Boulevard; Thence continuing along said right-of-way N. 14 deg. 51' 50" W., 134.10 feet to an iron stake at the northwest corner; Thence S. 81 deg. 57' E., 348.66 feet to an iron stake at the northeast corner; Thence S. 17 deg. 30' W., 96.20 feet to the point of beginning.

("Tract 12-A-1-A"); and

WHEREAS, an adobe wall for the benefit of MARTINEZ presently encroaches upon Tract 12-A-1-A ("Wall"); and

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*[Handwritten signature]*

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WHEREAS, the parties hereto desire to enter into an easement agreement providing for the encroachment of the Wall.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. The parties acknowledge that the Wall which benefits MARTINEZ encroaches along the northerly portion of Tract 12-A-1-A as shown on Exhibit "A", which is attached hereto and incorporated herein by reference.

2. VILLEGAS does hereby grant unto MARTINEZ an easement for the Wall which encroaches upon Tract 12-A-1-A.

3. MARTINEZ agree to maintain that portion of the Wall encroaching upon Tract 12-A-1-A at their sole cost and expense, and in the event that any part of the Wall shall be damaged or destroyed for any reason whatever, except through the negligence of VILLEGAS, that MARTINEZ will repair and rebuild the damaged Wall with like or similar materials.

4. VILLEGAS covenants that VILLEGAS will not attempt to destroy or otherwise remove the Wall for the life thereof and shall allow the same to remain as is, provided that nothing herein contained shall grant unto MARTINEZ any rights under the law of adverse possession, and that MARTINEZ expressly forfeit, waive and relinquish any and all rights which MARTINEZ might otherwise have now or hereafter may have against VILLEGAS by virtue of the law of adverse possession.



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5. This Agreement shall not have the effect to convey the fee title to any part of Tract 12-A-1-A to MARTINEZ nor shall any part of the fee title ever become vested in MARTINEZ, their heirs, successors and assigns.

6. It is mutually agreed by the parties that this Agreement shall be perpetual and at all times shall be deemed to run with the land to bind the heirs, successors, assigns and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 20<sup>th</sup> day of November, 1996.

Richard Martinez  
RICHARD MARTINEZ

Gloria Martinez  
GLORIA MARTINEZ

Theresa Villegas  
THERESA VILLEGAS

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on November 20<sup>th</sup>, 1996, by RICHARD MARTINEZ and GLORIA MARTINEZ, husband and wife.

MY COMMISSION EXPIRES:  
Nov 12, 1999

Ruby Cruz  
NOTARY PUBLIC

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on November 20<sup>th</sup>, 1996, by THERESA VILLEGAS, an unmarried woman.

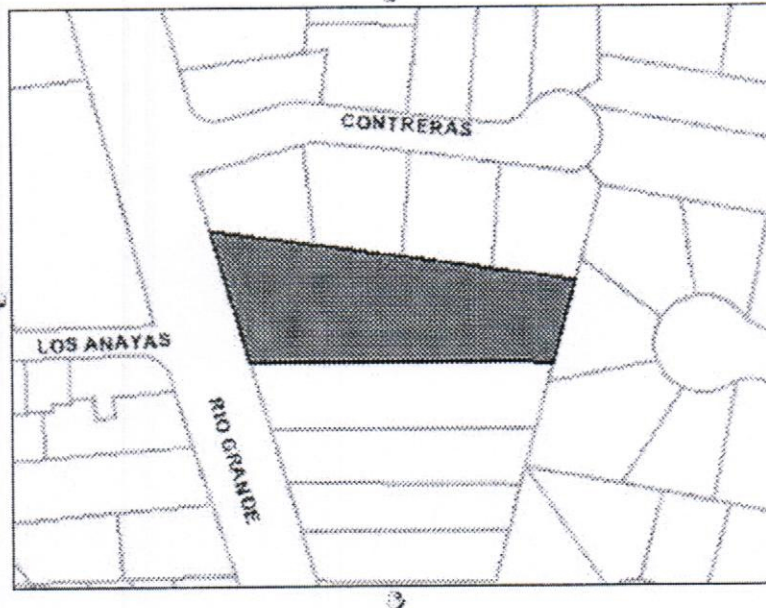
MY COMMISSION EXPIRES:  
Nov 12, 1999

Ruby Cruz  
NOTARY PUBLIC

## Map

**Current UPC: 101305902148020934**

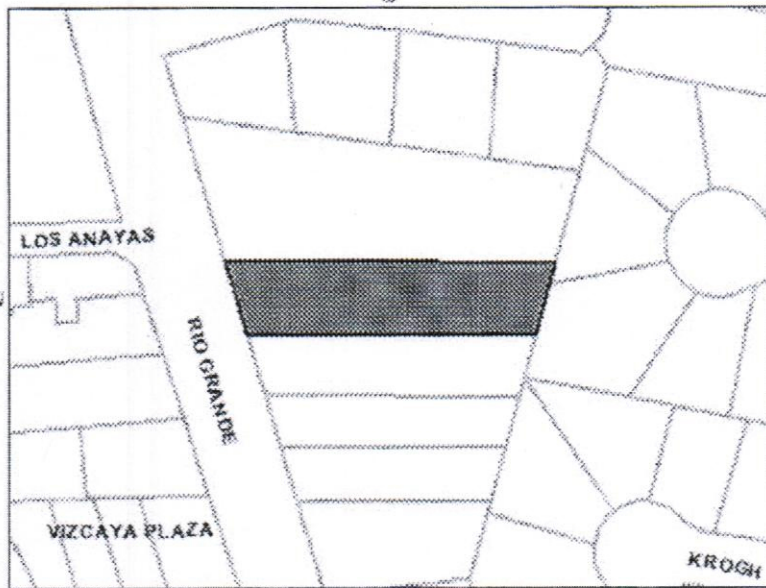
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## Map

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