

97035967

PUBLIC SERVICE COMPANY OF NEW MEXICO  
UNDERGROUND EASEMENT

A9463

8605

THIS INSTRUMENT made this 3rd day of February, 1997 by and between

WEINGARTEN REALTY INVESTORS, a Texas Real Estate Investment Trust

(Grantor) and PUBLIC SERVICE COMPANY OF NEW MEXICO, a New Mexico corporation for its Electric Services Division, and US WEST COMMUNICATIONS, INC., a Colorado Corporation authorized to do business in New Mexico (Grantees), their 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 Grantees, their successors and assigns, a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, operate, and maintain overhead and/or underground facilities for the transmission and distribution of electric power and energy and facilities for communication purposes, or either of, any or all such purposes, including lines, poles, guy wires, conductors, and other equipment, fixtures and structures necessary to maintain such facilities on, over, beneath 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 Grantees, and to trim and remove any trees, shrubs or bushes 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:

An easement within Tract A-4 of Plat of NORTH TOWN PLAZA situate in Section 3, T.10 N., R. 2 E., N.M.P.M., Bernalillo County, New Mexico, as the same is shown and designated on said Plat filed for record in the office of the County Clerk of Bernalillo County in Plat Book 95C, Page 234, on June 27, 1995 and being 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 within said Tract A-4, whence the southwest corner of said Tract A-4 bears S.24°30'44"W., 248.49 feet distant; running thence as an easement N.11°15'49"E., 31.00 feet; thence N.39°04'21"W., 101.25 feet to junction point No. 1; thence N.35°42'20"W., 158.25 feet to junction point No. 2; thence N.28°54'03"W., 88.68 feet; thence N.20°33'05"W., 138.89 feet. Also beginning at above mentioned junction point No. 1; running thence as an easement N.41°03'07"E., 30.49 feet. Also beginning at above mentioned junction point No. 2; running thence as an easement N.36°19'25"E., 13.46 feet.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. To the extent that Grantee trenches through any surface asphalt or pavement, Grantee will restore all trenched portions to substantially the same condition that existed prior to Grantee's work, all at Grantee's cost and expense.
2. Grantee will exercise due care not to cut or disturb any private utility lines that may transect the easement granted herein. Grantee agrees to promptly repair any such private utility lines that may be damaged by Grantee at Grantee's cost and expense.

SEE EXHIBIT "A" (Drawing of Easement Description)

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 clearances provisions of the National Electrical Safety Code.

The provisions hereof shall inure to the benefit of and bind the heirs, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, lease, assign, pledge, mortgage, loan, grant, license or alien use or otherwise dispose of, in whole or in part, any interest in the easement and such assignee shall have the full right to convey, in whole or in part, the rights granted to those by Grantee.

WITNESS hand and seal this 3rd day of February, 1997

WEINGARTEN REALTY INVESTORS (SEAL) (SEAL)

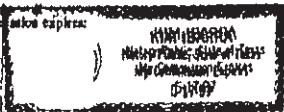
by: M. Candace DuFour (SEAL) (SEAL)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO  
COUNTY OF

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_

By \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
(Seal)



Notary Public

ACKNOWLEDGEMENT FOR CORPORATION TRUST

STATE OF NEW MEXICO TEXAS  
COUNTY OF HARRIS

This instrument was acknowledged before me on February 3, 1997

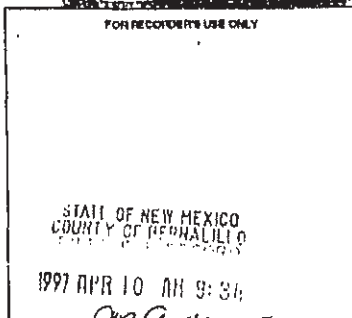
By M. Candace DuFour, Vice President (Name of Officer) (Title of Officer)

of WEINGARTEN REALTY INVESTORS (Corporation Acknowledgement)

a Texas Real Estate Investment Trust Trust (State of Incorporation) on behalf of said corporation.

My commission expires: \_\_\_\_\_  
(Seal)

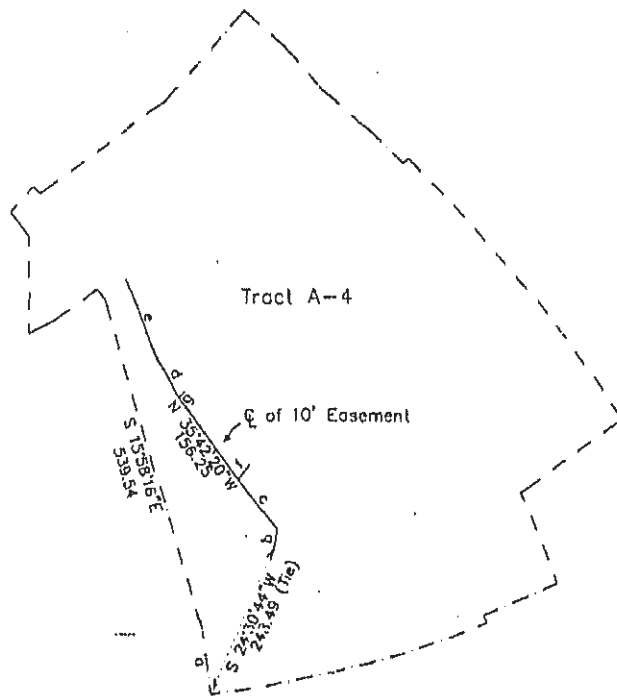
Kim Barra



PHM REFERENCE NUMBER



8606



LINE TABLE

LABEL	BEARING	DISTANCE
a	S 07°35'43"E	100.52
b	N 11°15'49"E	31.00
c	N 39°04'21"W	101.25
d	N 28°54'03"W	66.66
e	N 20°33'05"W	138.99
f	N 41°03'07"E	30.49
g	N 39°19'25"E	13.48



Scale: 1" = 200'

SURVEYOR'S CERTIFICATION

I, Leonard G. Martinez, New Mexico Professional Land Surveyor No. 9801, 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.

*Leonard G. Martinez*

Leonard G. Martinez, N.M.L.S. No. 9801

EXHIBIT A

PROPOSED ELECTRIC LINE XING  
 Tract A-4  
 North Town Plaza  
 WITHIN SEC. 3, T.10 N., R.2 E., N.M.P.M.  
 BERNALILLO COUNTY, NEW MEXICO  
 PUBLIC SERVICE CO. OF NEW MEXICO  
 ALBUQUERQUE, NEW MEXICO

DWN BY: L.G.M.                      DATE: 11-11-96  
 OKD BY: *TLB*                         SCALE SHOWN

Req. No. A9463