

Al3D014

(6)

143/329

5510-11/14

50547

RIGHT OF WAY EASEMENT

329

Form 3390 N-4
M.S.T. & T. Co.
(4-63)

M. S. T. & T. Co. File No. 10954

County File No.

Correct [Signature]
Right of Way Engineer

Approved [Signature]
(T.E.E.) NEW MEXICO OUTSIDE PLANT ENGINEER

THE UNDERSIGNED, for certain valuable consideration, the RECEIPT whereof is hereby confessed and acknowledged, hereby (grants) (grant) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, cables, wires and fixtures upon, under and beneath the property owned by the UNDERSIGNED, or in which the UNDERSIGNED (has) (have) any interest in land hereafter described in the County of Bernalillo, and State of New Mexico and with the right to permit the wires and fixtures of any other company and the right to remove brush and trees as required for maintenance and installation purposes.

Subject land of the UNDERSIGNED is described as follows:

A strip of land seven feet in width, lying north of and abutting on the northerly right of way line of the Southern Union Gas Company, lying within the Alameda Grant between the Range Line common to Township 11 North, Range 2 East, N.M.P.M. and Township 11 North, Range 3 East, N.M.P.M. and the westerly line of Lot 8 in Questa Del Rio Addition.

The aforementioned Southern Union Gas Company right of way is described in the Right of Way Easement filed in the Bernalillo County Clerk's Office on January 14, 1946 in Volume 220, Folio 547.

This grant is provided with the understanding that any construction and maintenance will be in compliance with the Rules and Regulations of the Federal Aviation Authority in connection with the operation of the Alameda Airport.

State of New Mexico | SS
County of Bernalillo |
This instrument was filed for record on
APR 21 1965 R/W
At 1:37 o'clock p.m. Recorded in Vol. 143
of records of said County Folio 329
[Signature] Clerk & Recorder
[Signature] Deputy Clerk

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this 7th day of July, A. D., 1964, at CORONA, New Mexico.

Rita L. Smith

Albert J. Black
Mary Jane Black

(Witness or Grantors)

(Grantors)

State of New Mexico
County of BERNALILLO

This instrument was acknowledged before me this 7th day of July, 1964, by ALBERT J. BLACK AND MARY JANE BLACK, his wife

[Signature]
Notary Public

My Commission Expires JULY 27, 1967

Hall to: The Mountain States Telephone and Telegraph Company

P. O. Box 1355, ALBUQUERQUE, New Mexico
Room 41

220/547

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.

Ilda B. Sganzi
NOTARY PUBLIC

My commission expires July 25, 1945

(NOTARIAL SEAL)

This instrument was filed for record on January 15, 1946
at 3:26 P. M. Recorded in Vol. 220, page 545 on this 15th
day of January 1946.

May Cleghorn
Clerk and Recorder

(85460) AG

D E E D

For value received R. W. McWhorter and Burma McWhorter, his wife,

Grant... to

HERBERT PAUL ZACHARIAS AND ELSIE ZACHARIAS, his wife
as joint tenants.

all that real property situate in the

County of Bernalillo,

New Mexico

State of ~~NEW MEXICO~~, described as follows:

Shirley's Subdivision of
Lots six (6) and seven (7) in Block Four (4) of
of BARON BURG DELGATS, an Addition to the City
of ALBUQUERQUE, N.M. MEXICO, as the same are
shown and designated on the plat thereof filed
in the office of the Probate Clerk and
Ex-officio Recorder of Bernalillo County,
New Mexico, March 26, 1930.

(\$2.20 REVENUE STAMPS ATTACHED & CANCELLED)

And the said parties of the first part, for them-
selves and thier heirs and assigns, covenant and agree to
and with the said parties of the second part, the survivor
of them, their assigns, and the heirs and assigns of such
survivor, that at the time of ensembling and delivery of these
presents, they are well seized of the above conveyed premises,
of a good, sure, perfect, absolute and indefeasible estate 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 is free and clear
of all liens and encumbrances; and the above bargained
premises in the quiet and peaceable possession of the parties
of the second part, or their successors and assigns, the holy
or any part thereof, the said parties of the first part shall
and will warrant and defend.

WITNESS our hands December 24th, 1945.

R. W. McWhorter
Burma McWhorter

STATE OF CALIFORNIA)

.....County of Stanislaus.) ss.

On December, 24, 1945 before me, ALBERT H. RODIN, a Notary Public, in and for said County
and State, personally appeared R. W. McWhorter and Burma McWhorter, his wife, known to me to
be the persons whose names are subscribed to the within instrument, and acknowledge to me
that they executed the same.

Albert H. Rodin
Notary Public in and for said County and
State

My Commission expires Oct. 1, 1949.

(NOTARIAL SEAL)

CORRECTION

This instrument was filed for record on January 14, 1946
at 10:00 A.M. Recorded in Vol. 220 page 545 on this 14th
day of January 1946.

May Cleghorn
Clerk and Recorder

(85447) AG

RIGHT OF WAY GRANT

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

KNOWN ALL MEN BY THESE PRESENTS:

That for and in consideration of Six Hundred and ~~XXXXXX~~ Sixty-four and no/100 (~~XXX~~
\$664.00) Dollars to the undersigned, A. V. Black, June Black his wife, Albert J. Black and
Mary Jane Black, his wife, (herein styled Grantor, whether one or more) paid the receipt
of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto
Southern Union Gas Company (herein styled Grantee), its successors and assigns, the right of
way and easement to construct, maintain, lay, remove, relay and operate pipe lines and
apparatuses thereto, and to construct, maintain and operate telegraph and telephone

lines in connection therewith, together with the necessary poles, guy wires and anchors, on, over, across and under the following described lands situate in Bernalillo County, State of New Mexico, to-wit:

All that portion of the Alameda Land Grant which lies in the County of Bernalillo, State of New Mexico, and west of the Rio Grande, except a small triangular piece in the Northeast corner thereof lying North of the South line of the property of Candido G. Gonzales, the centerline of the right-of-way for said ~~xxxxxx~~ pipeline and telegraph and telephone lines being described as follows, to-wit: beginning at a point N. 72° 20' W. 452 feet distant from the West end of the Alameda Bridge across the Rio Grande, thence N. 72° 20' W. 6885 feet to a point, thence S. 66° 58' W. 4800 feet to a point, thence N. 69° 43' W. 10,240 feet, and said right-of-way extending 15 feet on each side of the centerline thereof. more fully described in deed from Middle Rio Grande Conservancy Dist. to A. F. Black and Albert J. Black, recorded in Volume 112, page 51 of the Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such ~~lines~~ and/or appurtenances thereto shall be maintained, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, and replacing the lines and appurtenances of Grantee above described, and the removal and renewal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid and the written award of such three persons shall be final and conclusive. ~~xxxxxx~~

~~xxxxxx~~
while said line is being constructed

~~xxxxxx~~, the Grantee will make or cause to be made a tap or any gas pipe line constructed by Grantee on Grantor's premises above described for the purpose of supplying gas to the Grantor for domestic use on said premises only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

Grantee further agrees that the grantors may have the right to use gas from said pipeline for such additional buildings as may be constructed on grantor's premises, provided that the use thereof is not inconsistent with existing contracts for supply of gas by grantees to the cities and towns in New Mexico that are served by said pipeline, under the same express conditions as in the preceding paragraph set forth, grantee to furnish regulators on the - - - -

Grantee agrees that in the event telegraph, telephone or gas lines are pipe line constructed, that said construction shall be made in accordance with specifications approved by the United States Civil Air Patrol in connection with the operation of the Alameda Airport.

Grantee shall erect gates on the fences on said premises for the purpose of obtaining access to said lines by its employees in connection with the operation of said lines; said gates to be provided with locks and upon use thereof by the employees of the grantee shall be closed and locked.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 12 day of January, A.D. 1946.
Signed and delivered in the presence
of the undersigned witnesses:

A. F. Black
X June Black
Albert J. Black
Mary Jane Black

Pearce
Right of way Agent.

JOINT ACKNOWLEDGMENT

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

On this 12th day of January, 1946, before me personally appeared A. F. Black, June Black and Albert J. Black his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In witness whereof, I have set my hand and seal of office on this 12th day of January, 1946.

(L. S.)

My Commission Expires May 21, 1949

Alberta M. Elliott
Notary Public in and for
Bernalillo County, New Mexico.

(NOTARIAL SEAL)

This instrument was filed for record on January 14, 1946
at 9:00 A.M. Recorded in Vol. 220 page 347 on this 14th
day of January 1946.

May Cleghorn

50547

RIGHT OF WAY EASEMENT

329

Form 3390 M-4
M.S.T. & T. Co.
(4-63)

M. S. T. & T. Co. File No. 10954

County File No.

Correct [Signature]
Right of Way Engineer

Approved [Signature]
(THE) NEW MEXICO OUTSIDE PLANT ENGINEER

THE UNDERSIGNED, for certain valuable consideration, the RECEIPT whereof is hereby confessed and acknowledged, hereby (grants) (grant) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, cables, wires and fixtures upon, under and beneath the property owned by the UNDERSIGNED, or in which the UNDERSIGNED (has) (have) any interest in land hereafter described in the County of Bernalillo, and State of New Mexico and with the right to permit the wires and fixtures of any other company and the right to remove brush and trees as required for maintenance and installation purposes.

Subject land of the UNDERSIGNED is described as follows:

A strip of land seven feet in width, lying north of and abutting on the northerly right of way line of the Southern Union Gas Company, lying within the Alameda Grant between the Range Line common to Township 11 North, Range 2 East, N.M.P.M. and Township 11 North, Range 3 East, N.M.P.M. and the westerly line of Lot 8 in Questa Del Rio Addition.

The aforementioned Southern Union Gas Company right of way is described in the Right of Way Easement filed in the Bernalillo County Clerk's Office on January 14, 1946 in Volume 220, Folio 547.

This grant is provided with the understanding that any construction and maintenance will be in compliance with the Rules and Regulations of the Federal Aviation Authority in connection with the operation of the Alameda Airport.

State of New Mexico }
County of Bernalillo } SS
This instrument was filed for record on
APR 21 1965 Rld
At 10:37 o'clock a.m. Recorded in Vol. 143
of records of said County Folio 329
[Signature] Clerk & Recorder
Office Bernalillo, Deputy Clerk

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this 7th day of July, A. D., 1964, at CORRALES, New Mexico.

Rita J. Fritz

Albert J. Black
Mary Jane Black

(Witness or Grantors)

(Grantors)

State of New Mexico
County of BERNALILLO

This instrument was acknowledged before me this 7th day of July, 1964, by ALBERT J. BLACK AND MARY JANE BLACK, his wife.

[Signature]
Notary Public

My Commission Expires July 27, 1967

Mall to: The Mountain States Telephone and Telegraph Company

P. O. Box 1355, ALBUQUERQUE, New Mexico
Room 41

Al3D014

6

143/329

5570-11/14

50547

RIGHT OF WAY EASEMENT

329

Form 3390 M-4
M.S.T. & T. Co.
(4-63)

M. S. T. & T. Co. File No. 10954

County File No.

Correct [Signature]
Right of Way Engineer

Approved [Signature]
(THE) NEW MEXICO OUTSIDE PLANT ENGINEER

THE UNDERSIGNED, for certain valuable consideration, the RECEIPT whereof is hereby confessed and acknowledged, hereby (grants) (grant) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, cables, wires and fixtures upon, under and beneath the property owned by the UNDERSIGNED, or in which the UNDERSIGNED (has) (have) any interest in land hereafter described in the County of Bernalillo, and State of New Mexico and with the right to permit the wires and fixtures of any other company and the right to remove brush and trees as required for maintenance and installation purposes.

Subject land of the UNDERSIGNED is described as follows:

A strip of land seven feet in width, lying north of and abutting on the northerly right of way line of the Southern Union Gas Company, lying within the Alameda Grant between the Range Line common to Township 11 North, Range 2 East, N.M.P.M. and Township 11 North, Range 3 East, N.M.P.M. and the westerly line of Lot 8 in Questa Del Rio Addition.

The aforementioned Southern Union Gas Company right of way is described in the Right of Way Easement filed in the Bernalillo County Clerk's Office on January 14, 1946 in Volume 220, Folio 547.

This grant is provided with the understanding that any construction and maintenance will be in compliance with the Rules and Regulations of the Federal Aviation Authority in connection with the operation of the Alameda Airport.

State of New Mexico | SS
County of Bernalillo |
This instrument was filed for record on
APR 21 1965 R/W
At 10:37 a.m. Recorded in Vol. 143
of records of said County Folio 329
[Signature] Clerk & Recorder
[Signature] Deputy Clerk

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this
7th day of July, A. D., 1964, at Albuquerque,
New Mexico.

Rita J. Smith

Albert J. Black
Mary Jane Black

(Witness or Grantors)

(Grantors)

State of New Mexico
County of Bernalillo

This instrument was acknowledged before me this 7th day of July,
1964, by Albert J. Black and Mary Jane Black, his wife

[Signature]
Notary Public

My Commission Expires July 27, 1967

Mail to: The Mountain States Telephone and Telegraph Company

P. O. Box 1311, Albuquerque, New Mexico
Room 41

220/547

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.

Ilda B. Sganzi
NOTARY PUBLIC

My commission expires July 25, 1945

(NOTARIAL SEAL)

This instrument was filed for record on January 15, 1946
at 3:26 P. M. Recorded in Vol. 220, page 545 on this 15th
day of January 1946.

May Cleghorn
Clerk and Recorder

(85460) AG

D E E D

For value received R. W. McWhorter and BURMA McWhorter, his wife,

Grant... to

HERBERT PAUL ZACHARIAS AND ELSIE ZACHARIAS, his wife
as joint tenants.

all that real property situate in the

County of Bernalillo,

New Mexico

State of ~~NEW MEXICO~~, described as follows:

Shirley's Subdivision of
Lots six (6) and seven (7) in Block Four (4) of
of BARON BURG DELGATS, an Addition to the City
of ALBUQUERQUE, N.M. MEXICO, as the same are
shown and designated on the plat thereof filed
in the office of the Probate Clerk and
Ex-officio Recorder of Bernalillo County,
New Mexico, March 26, 1930.

(\$2.20 REVENUE STAMPS ATTACHED & CANCELLED)

And the said parties of the first part, for them-
selves and thier heirs and assigns, covenant and agree to
and with the said parties of the second part, the survivor
of them, their assigns, and the heirs and assigns of such
survivor, that at the time of ensembling and delivery of these
presents, they are well seized of the above conveyed premises,
of a good, sure, perfect, absolute and indefeasible estate 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 is free and clear
of all liens and encumbrances; and the above bargained
premises in the quiet and peaceable possession of the parties
of the second part, or their successors and assigns, the hold
or any part thereof, the said parties of the first part shall
and will warrant and defend.

WITNESS our hands December 24th, 1945.

R. W. McWhorter
Burma McWhorter

STATE OF CALIFORNIA)

ss.

.....County of Stanislaus.)

On December, 24, 1945 before me, ALBERT H. RODIN, a Notary Public, in and for said County

and State, personally appeared R. W. McWhorter and Burma McWhorter, his wife, known to me to
be the persons whose names are subscribed to the within instrument, and acknowledge to me
that they executed the same.

Albert H. Rodin
Notary Public in and for said County and
State

My Commission expires Oct. 1, 1949.

(NOTARIAL SEAL)

COMPARIS

This instrument was filed for record on January 14, 1946
at 10:00 A.M. Recorded in Vol. 220 page 545 on this 14th
day of January 1946.

May Cleghorn
Clerk and Recorder

(85467) AG

RIGHT OF WAY GRANT

STATE OF NEW MEXICO)

KNOWN ALL MEN-BY THESE PRESENTS:

COUNTY OF BERNALILLO)

That for and in consideration of Six Hundred and ~~XXXXXX~~ Sixty-four and no/100 (~~xxx~~
(864.00) Dollars to the undersigned, A. V. Black, June Black his wife, Albert J. Black and
Mary Jane Black, his wife, (herein styled Grantor, whether one or more) paid, the receipt
of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto
Southern Union Gas Company (herein styled Grantee), its successors and assigns, the right of
way and easement to construct, maintain, lay, renew, relay and operate pipe lines and
appurtenances thereto, and to construct, maintain and operate telegraph and telephone

lines in connection therewith, together with the necessary poles, guy wires and anchors, on, over, across and under the following described lands situate in Bernalillo County, State of New Mexico, to-wit:

All that portion of the Alameda Land Grant which lies in the County of Bernalillo, State of New Mexico, and west of the Rio Grande, except a small triangular piece in the Northeast corner thereof lying North of the South line of the property of Candido G. Gonzales, the centerline of the right-of-way for said ~~xxxxx~~ pipeline and telegraph and telephone lines being described as follows, to-wit: beginning at a point N. 72° 20' W. 452 feet distant from the West end of the Alameda Bridge across the Rio Grande, thence N. 72° 20' W. 6885 feet to a point, thence S. 66° 58' W. 4800 feet to a point, thence N. 69° 43' W. 10,240 feet, and said right-of-way extending 15 feet on each side of the centerline thereof. more fully described in deed from Middle Rio Grande Conservancy Dist. to A. F. Black and Albert J. Black, recorded in Volume 112, page 51 of the Deed Records of said County, to which reference is here made for further description.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such ~~lines~~ and/or appurtenances thereto shall be maintained, with ingress to and egress from the premises for the purpose of constructing, inspecting, repairing, maintaining, and replacing the lines and appurtenances of Grantee above described, and the removal and renewal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid and the written award of such three persons shall be final and conclusive. ~~xxxxx~~

~~xxxxx~~
while said line is being constructed

~~xxxxx~~, the Grantee will make or cause to be made a tap or any gas pipe line constructed by Grantee on Grantor's premises above described for the purpose of supplying gas to the Grantor for domestic use on said premises only, the cost of meter, saddle and labor to be borne by said Grantee, all other expenses, including fittings, to be borne by Grantor, gas to be measured and furnished at the main line of Grantee at the same price and under the same rules and regulations as prevail in the nearest city or town where Grantee is supplying gas.

Grantee further agrees that the grantors may have the right to use gas from said pipeline for such additional buildings as may be constructed on grantor's premises, provided that the use thereof is not inconsistent with existing contracts for supply of gas by grantees to the cities and towns in New Mexico that are served by said pipeline, under the same express conditions as in the preceding paragraph set forth, grantee to furnish regulators on the - - - -

Grantee agrees that in the event telegraph, telephone or gas lines are pipe line constructed, that said construction shall be made in accordance with specifications approved by the United States Civil Air Patrol in connection with the operation of the Alameda Airport.

Grantee shall erect gates on the fences on said premises for the purpose of obtaining access to said lines by its employees in connection with the operation of said lines; said gates to be provided with locks and upon use thereof by the employees of the grantee shall be closed and locked.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

Witness the execution hereof on this the 12 day of January, A.D. 1946.
Signed and delivered in the presence
of the undersigned witnesses:

A. F. Black
Mary Jane Black
Albert J. Black
Mary Jane Black

Pearce
Right of way Agent.

JOINT ACKNOWLEDGMENT

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

On this 12th day of January, 1946, before me personally appeared A. F. Black, June Black and Albert J. Black his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In witness whereof, I have set my hand and seal of office on this 12th day of January, 1946.

(L. S.)

My Commission Expires May 21, 1949

Alberta M. Elliott
Notary Public in and for
Bernalillo County, New Mexico.

(NOTARIAL SEAL)

This instrument was filed for record on January 14, 1946
at 9:00 A.M. Recorded in Vol. 220 page 347 on this 14th
day of January 1946.

May Cleghorn

50547

RIGHT OF WAY EASEMENT

329

Form 3390 N-4
M.S.T. & T. Co.

M. S. T. & T. Co. File No. 10954

County File No.

Correct [Signature]
Right of Way Engineer

Approved [Signature]
(Notary Public) NEW MEXICO OUTSIDE PLANT ENGINEER

THE UNDERSIGNED, for certain valuable consideration, the RECEIPT whereof is hereby confessed and acknowledged, hereby (grants) (grant) unto THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and repair its lines of Telephone and Telegraph, including underground conduit, cables, wires and fixtures upon, under and beneath the property owned by the UNDERSIGNED, or in which the UNDERSIGNED (has) (have) any interest in land hereafter described in the County of Bernalillo, and State of New Mexico and with the right to permit the wires and fixtures of any other company and the right to remove brush and trees as required for maintenance and installation purposes.

Subject land of the UNDERSIGNED is described as follows:

A strip of land seven feet in width, lying north of and abutting on the northerly right of way line of the Southern Union Gas Company, lying within the Alameda Grant between the Range Line common to Township 11 North, Range 2 East, N.M.P.M. and Township 11 North, Range 3 East, N.M.P.M. and the westerly line of Lot 8 in Questa Del Rio Addition.

The aforementioned Southern Union Gas Company right of way is described in the Right of Way Easement filed in the Bernalillo County Clerk's Office on January 14, 1946 in Volume 220, Folio 547.

This grant is provided with the understanding that any construction and maintenance will be in compliance with the Rules and Regulations of the Federal Aviation Authority in connection with the operation of the Alameda Airport.

State of New Mexico }
County of Bernalillo } ss
This instrument was filed for record on
APR 21 1965 R/d
At 1:37 o'clock p.m. Recorded in Vol. 143
of records of said County Folio 329
James L. [Signature] Clerk & Recorder
Office Bernalillo Deputy Clerk

IN WITNESS WHEREOF these presents have been executed by the UNDERSIGNED, this 7th day of July, A. D., 1964, at Corrales, New Mexico.

Rita J. Fritz

Albert J. Black
Mary Jane Black

(Witness or Grantors)

(Grantors)

State of New Mexico
County of BERNALILLO

This instrument was acknowledged before me this 7th day of July, 1964, by ALBERT J. BLACK AND MARY JANE BLACK, his wife.

[Signature]
Notary Public

My Commission Expires July 27, 1967

Mail to: The Mountain States Telephone and Telegraph Company

P. O. Box 1355, ALBUQUERQUE, New Mexico
Room 41

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.

Ilda B. Sganzi
NOTARY PUBLIC

My commission expires July 25, 1945

(NOTARIAL SEAL)

This instrument was filed for record on January 15, 1946
at 3:26 P. M. Recorded in Vol. 220, page 545 on this 15th
day of January 1946.

May Cleghorn
Clerk and Recorder

(85460) AG

D E E D

For value received R. W. McWHORTER and BURMA McWHORTER, his wife,

Grant.... to

HERBERT PAUL ZACHARIAS AND ELSIE ZACHARIAS, his wife
as joint tenants.

all that real property situate in the

County of Bernalillo,

New Mexico

State of ~~NEW MEXICO~~, described as follows:

Shirley's Subdivision of
Lots six (6) and seven (7) in Block Four (4) of
of BARON BURG DELGATS, an Addition to the City
of ALBUQUERQUE, NEW MEXICO, as the same are
shown and designated on the plat thereof filed
in the office of the Probate Clerk and
Ex-officio Recorder of Bernalillo County,
New Mexico, March 26, 1930.

(\$2.20 REVENUE STAMPS ATTACHED & CANCELLED)

And the said parties of the first part, for them-
selves and thier heirs and assigns, covenant and agree to
and with the said parties of the second part, the survivor
of them, their assigns, and the heirs and assigns of such
survivor, that at the time of ensealing and delivery of these
presents, they are well seized of the above conveyed premises,
of a good, sure, perfect, absolute and indefeasible estate 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 is free and clear
of all liens and encumbrances; and the above bargained
premises in the quiet and peaceable possession of the parties
of the second part, or their successors and assigns, the holy
or any part thereof, the said parties of the first part shall
and will warrant and defend.

WITNESS our hands December 24th, 1945.

R. W. McWhorter
Burma McWhorter

STATE OF CALIFORNIA)

ss.

.....County of Stanislaus.)

On December, 24, 1945 before me, ALBERT H. RODIN, a Notary Public, in and for said County
and State, personally appeared R. W. McWhorter and Burma McWhorter, his wife, known to me to
be the persons whose names are subscribed to the within instrument, and acknowledge to me
that they executed the same.

Albert H. Rodin
Notary Public in and for said County and
State

My Commission expires Oct. 1, 1949.

(NOTARIAL SEAL)

COMPARABLE

This instrument was filed for record on January 14, 1946
at 10:00 A.M. Recorded in Vol. 220 page 545 on this 14th
day of January 1946.

May Cleghorn
Clerk and Recorder

(85447) AG

RIGHT OF WAY GRANT

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

KNOWN ALL MEN BY THESE PRESENTS:

That I, and in consideration of Six Hundred and ~~XXXXXX~~ Sixty-four and no/100 (~~XXX~~
(864.00) Dollars to the undersigned, A. V. Black, June Black his wife, Albert J. Black and
Mary Jane Black, his wife, (herein styled Grantor, whether one or more) paid, the receipt
of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL and CONVEY unto
Southern Union Gas Company (herein styled Grantee), its successors and assigns, the right of
way and easement to construct, maintain, lay, remove, relay and operate pipe lines and
apparatuses thereto, and to construct, maintain and operate telegraph and telephone

All that portion of the Alameda Land Grant which lies in the County of Bernalillo, State of New Mexico, and west of the Rio Grande, except a small triangular piece in the Northeast corner thereof lying North of the South line of the property of Cardido G. Gonzales, the centerline of the right-of-way for said ~~xxxxx~~ pipeline and telegraph and telephone lines being described as follows, to-wit: beginning at a point N. 72° 20' W. 452 feet distant from the West end of the Alameda bridge across the Rio Grande, thence N. 72° 20' W. 6885 feet to a point, thence S. 66° 58' W. 4800 feet to a point, thence N. 69° 43' W. 10,240 feet, and said right-of-way extending 15 feet on each side of the centerline thereof. more fully described in deed from Middle Rio Grande Conservancy Dist. to A. F. Black and Albert J. Black, recorded in Volume 112, page 51 of the Dead Records of said County, to which reference is here made for further description.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, telegraph and telephone lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid and the written award of such three persons shall be final and conclusive. XXXXX

Grantee further agrees that the grantors may have the right to use gas from said pipeline for such additional buildings as may be constructed on grantor's premises, provided that the use thereof is not inconsistent with existing contracts for supply of gas by grantees to the cities and towns in New Mexico that are served by said pipeline, under the same express conditions as in the preceding paragraph set forth, grantee to furnish regulators on the - - -

Grantee shall erect gates on the fences on said premises for the purpose of obtaining access to said lines by its employees in connection with the operation of said lines; said gates to be provided with locks and upon use thereof by the employees of the Grantee shall be closed and locked.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

A. F. Black
 June Black
 Albert J. Black
 Mary Jane Black

COUNTY OF BERNALILLO.....SS.....

In witness whereof, I have set my hand and seal of office on this 12th day of January, 1946.

My Commission Expires May 21, 1949

Bernalillo County, New Mexico.

May Clegborn
Clark and Reardon