

552 880

EASEMENT

KNOW ALL MEN BY THESE PRESENT; that the undersigned (hereinafter called the "Grantor", whether single or plural, individual or corporate or masculine or feminine), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby grant unto OTERO COUNTY ELECTRIC COOPERATIVE, Inc., a New Mexico rural electric cooperative corporation (hereinafter called the "Cooperative"), the address of which is Cloudcroft, New Mexico, 88317, and to its successors and assigns, the perpetual right to enter upon the lands of the undersigned, situate in the County of Otero State of New Mexico, and more particularly described as follows:

Bug Scuffle (West Side Road)

W1/2 E1/2, Section 2, T19S, R11E., NMPM, Otero County
W1/2, Section 2, T19S, R11E., NMPM, Otero County

and to construct, operate and maintain an electric transmission and/or distribution line or system on the above described land and/or in or upon all streets, roads or highways abutting said lands; to inspect and patrol and make such repairs, changes, alterations, improvements, relocations, upgrading, rephasing, removal from and substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, but not limited to, the right to increase or decrease the number of conduits, wires, cable, poles, anchors, transformers and other attachments, accessories and appurtenances to each line or system; to cut, trim and control the growth, by chemical means, machinery or otherwise, of trees and shrubbery within ten (10) feet of the centerline of said line or system, or that may interfere with or threaten to endanger the operation or maintenance of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use of occupancy of the lines or system by any other person, association or corporation.

For the purpose of exercising the rights granted pursuant to the foregoing paragraph, the Cooperative shall have the right of ingress to and egress from the easement over and through the lands of the Grantor adjacent to the easement and lying between public or private roads and the easement, such right to be exercised in such manner as shall occasion the least practical damage and inconvenience to the Grantor. The facilities erected hereunder shall remain the property of the Cooperative.

The Grantor covenants that he, they or it is seized of and has the right to convey the said easement, rights and privileges; that the Cooperative shall have quiet and peaceful possession, use and enjoyment of the aforesaid easement, rights and privileges, and that the said land are free and clear of encumbrances and liens of whatsoever character (except those held by the following persons:

_____).

552 881

The Grantor reserves unto himself, themselves or itself, their heirs successors and assigns, the right to take, use and enjoy the land embraced within this easement in every manner not inconsistent with this grant. Grantor will not, without the written permission of the Cooperative:

1.) Erect, construct or maintain any building, fence, wall or other structure on, place or store any material on, park any vehicle on or grade, excavate, fill or flood the right-of-way in any matter which, in the opinion of the Cooperative, may interfere with or threaten to endanger the exercise of the rights herein granted, or which may create a hazard.

2.) Make any attachment of any kind to any pole, wire or other structure or facility of the Cooperative within the right-of-way. The restrictions and conditions contained in this Easement shall be incorporated into any conveyance, subdivision plan or restrictive covenants concerning the above described land, being covenants running with the land.

"No term or condition of this easement and no breach thereof shall be waived, altered, or modified except by a written instrument executed by Cooperative and grantor."

This Easement is assignable, and the provisions hereof shall inure to the benefits of and be binding upon the Grantor and the Cooperative, and their respective heirs, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Easement this 8th day of February, 1984.

[Signature]

STATE OF NEW MEXICO)
COUNTY OF Otero) SS:

The foregoing instrument was acknowledged before me this 8th day of February 1984, by Lynne Prescott Sue Perister.

My Commission expires:

7-21-85

[Signature]
Notary Public



STATE OF NEW MEXICO)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____ 19____, by _____.

My Commission expires:

Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____

STATE OF NEW MEXICO, County of Otero, ss. I hereby certify that this instrument was filed for record on the 15 day of March 1984 at 10:00 o'clock A. and duly recorded in Book 552, Page 880-881 of the Records of said county.
By Magaret J Sanchez Deputy Katie A. Sanchez County Clerk

