

Please return to City Land Agent, Box 1293.

64210

E A S E M E N T

THIS INDENTURE made this 14 day of July, 1965, by and between SOUTHWESTERN CONSTRUCTION COMPANY, a New Mexico corporation, and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico, First Parties, and the CITY OF ALBUQUERQUE, a municipal corporation, Second Party;

WITNESSETH:

WHEREAS, Southwestern Construction Company is the owner and lessor of a certain parcel of land situated in Section 16, Township 10 North, Range 3 East, N.M.P.M., and the Regents of the University of New Mexico are the lessees of said tract and lessor and lessee desire to grant an easement over a portion of said land to the City of Albuquerque for the widening of University Boulevard NE, a public road in said City;

NOW, THEREFORE, First Parties, for and in consideration of the sum of One and No/100 (\$1.00) Dollars, to them in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, do hereby give and grant unto Second Party an easement to build, construct, maintain, grade and pave a roadway, storm sewers, drains, sidewalks, street lights, traffic control devices and other improvements which may be necessary to provide a safe roadway on, over or beneath the land hereinafter described, together with the right and privilege of going upon, over and across said land for the purpose of constructing and maintaining said roadway and appurtenances, said land being described as follows:

Tracts 1-A and 2-A as shown on the Plat of a portion of Tract D, University of New Mexico Leased Land, filed of record in the office of the Clerk of Bernalillo County, New Mexico, on June 18, 1965, together with the Easterly sixty-five feet (65') of the private road shown on said Plat located between said Tracts 1-A and 2-A.

This grant in easement is made upon the express condition that the foregoing land is actually maintained and used by the Second Party as a public road and if Second Party shall fail to construct a paved public road thereon within ten years from the date hereof, or if said land shall cease to be actually used for such purpose and abandoned by Second Party after construction of a road, then this easement shall become null and void and the right to use, occupy and possess

the same shall revert to First Parties, their successors and assigns.

IN WITNESS WHEREOF, the First Parties have hereunto set their hands and seals the day and year first above written.

SOUTHWESTERN CONSTRUCTION COMPANY

ATTEST:

By H. B. Woodward  
President

Leola H. Smith  
Secretary

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By B. H. Johnson  
President

ATTEST:

Cyrene J. Mapel  
Secretary

STATE OF NEW MEXICO

County of Bernalillo...ss

The foregoing instrument was acknowledged before me this 14 day of July, 1965, by Hugh B. Woodward President of SOUTHWESTERN CONSTRUCTION COMPANY, a New Mexico corporation.

James D. Manion  
Notary Public

My commission expires: 3/22/69

STATE OF NEW MEXICO

County of Bernalillo...ss

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 1965, by B. H. Johnson, President and Cyrene J. Mapel, Secretary of THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, a body corporate of the State of New Mexico.

James D. Manion  
Notary Public

My commission expires:

State of New Mexico } S 68  
County of Bernalillo } SS  
This instrument was filed for record on  
1:09 JUL 19 1965  
At 1:09 o'clock P.m., Recorded in Vol. 781  
of records of said County Folio 635  
James D. Manion Clerk & Recorder  
Deputy Clerk

APPROVED AS TO FORM

Frank Horan  
FRANK HORAN  
FRANK HORAN, CITY ATTORNEY