

#84

EASEMENT AMENDMENT

THE STATE OF NEW MEXICO §
COUNTY OF SANDOVAL § KNOW ALL MEN BY THESE PRESENTS THAT:
§

WHEREAS, by instrument dated August 30, 1957, recorded in Volume Misc. 9, Page 991 of the Deed Records of Sandoval County, New Mexico, Thomas D. Campbell and wife, Bess B. Campbell granted unto Texas-New Mexico Pipe Line Company, a corporation of Delaware, a right-of-way and easement to lay, construct, operate, maintain, inspect, repair, replace, change the size of and remove a pipeline, in whole or in part, for the transportation of gas, oil, petroleum or any of its products, water and other substances, the grantee selecting the route upon, over and through the following described land situated in the County of Sandoval, in the State of New Mexico, to wit:

Sections 19, 29, 30, 31 and 32 in
Township 12 North, Range 6 East,
San Pedro Grant; and,

WHEREAS, the said easement also granted unto Texas-New Mexico Pipe Line Company the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of and remove a second pipeline, in whole or in part, subject to the payment to the grantor of the same consideration expressed therein; said second pipeline to be laid adjacent to and parallel with the first pipeline, together with the right of ingress to and egress from said pipelines for all purposes; and,

L-246-4

WHEREAS, a sixteen inch (16") pipeline was constructed and is now being operated and maintained on the above described tract of land; and,

WHEREAS, Campbell Farming Corporation, hereinafter referred to as "Owner" represents and warrants that it is the current owner of the above described land; and,

WHEREAS, Owner has requested Texas-New Mexico Pipe Line Company, hereinafter referred to as "Texas", to restrict and define the width of the aforesaid right-of-way and easement as it crosses the above described land and Texas is willing to restrict and define the width of said right-of-way and easement in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual benefits accruing to each of the parties hereto, it is hereby agreed by and between Owner and Texas as follows:

1. Said right-of-way and easement across the above described land shall be restricted to a strip of land fifty feet (50') in width, same being twenty-five feet (25') on each side of the centerline of survey which is more particularly described as follows, to wit:

BEGINNING at a point on the westerly property line of the Lands of Campbell Farming Corporation, situated within the San Pedro Land Grant, Sandoval County, New Mexico from whence the closing corner of Section 1, T-11-N, R-5-E and the San Pedro Land Grant (a found Brass Cap) bears S 28° 40' 44" W, 8438.33 feet;

THENCE, S 28° 38' 58" E, along said centerline, 3950.39 feet;

THENCE, S 6° 22' 05" E, along said centerline, 1526.08 feet;

THENCE, S 59° 20' 43" E, along said centerline, 2099.82 feet;

THENCE, S 32° 39' 56" E, along said centerline, 1735.65 feet to a point on the north property line of the lands of AMERIWEST Corporation, being the POINT OF TERMINATION of the easement herein described, from whence said closing corner bears N 89° 16' 31" W 8856.72 feet, containing 10.6886 acres, more or less.

The boundary lines of said fifty foot (50') wide strip of land shall be lengthened or shortened as appropriate to meet with the boundary lines of the lands of Campbell Farming Corporation.

2. Without the prior written consent of Texas having been first obtained, no improvements of any kind, either permanent or temporary, including, but not by way of limitation, ornamental trees, shrubbery and/or plants, houses, buildings, trailer houses, construction shacks or sheds, parking areas, sidewalks, roads, streets, railways, alley ways, water or sewer lines, poles and/or guy wires shall be constructed or placed, or permitted to be constructed or placed, within any portion of the above described restricted easement area either on or beneath the surface thereof.

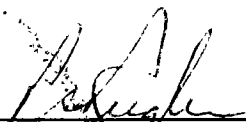
3. Except as restricted and amended herein, the above described right-of-way and easement shall remain in full force

and effect according to its terms as written, including, but not limited to the right of Texas to construct, operate, maintain and remove a second pipeline.

4. All of the covenants, terms and provisions of this agreement set out above shall be deemed covenants running with the land, and shall be binding on the heirs, successors, assigns and legal representatives of the parties hereto.

EXECUTED this 25th day of June, 1986.

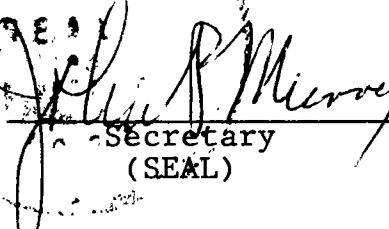
ATTEST:


Secretary
(SEAL)

TEXAS-NEW MEXICO PIPE LINE COMPANY

By: C. J. Blanchard
President

ATTEST:


Secretary
(SEAL)

CAMPBELL FARMING CORPORATION

By: Thomas Campbell Bassett
Title: President

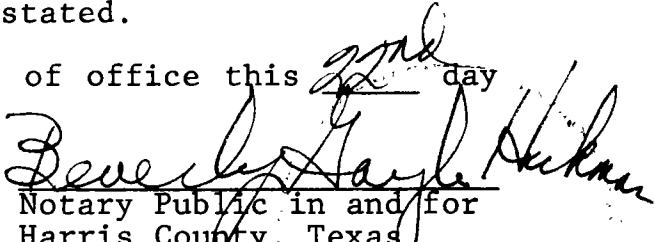
ACKNOWLEDGMENTS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. J. Blanchard, President of Texas-New Mexico Pipe Line Company, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 22nd day of July, 1986.

My Commission Expires:
7/30/88
(SEAL)


Notary Public in and for
Harris County, Texas
My Commission Expires 7/30/88

APPROVED { As to Terms CPM
As to Form CPM
As to Description 187d

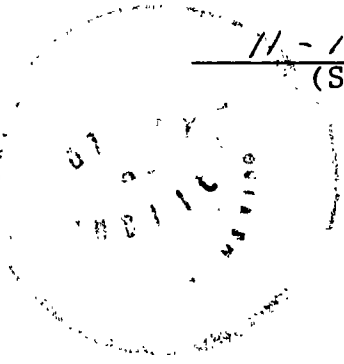
THE STATE OF New Mexico §
COUNTY OF Bernalillo §

BEFORE ME, the undersigned Notary Public duly commissioned and qualified in and for said County and State, personally appeared Thomas Campbell Bassett, President of Campbell Farming Corporation, to me known, who declared and acknowledged to me, Notary, that he is President of Campbell Farming Corporation, that as such duly authorized officer, by and with the authority of the Board of Directors of said corporation, he signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, for and on behalf of said corporation and for the objects and purposes therein set forth.

WITNESS my hand and official seal this 25th day of June, 1986.

My Commission Expires:
11-14-89
(SEAL)

Rosena Demare
Notary Public in and for
Bernalillo County, NM



STATE OF NEW MEXICO } SS
COUNTY OF SANDOVAL }
This instrument was filed for record on

AUG 14 1986
At 9:31 (A.M.) P.M.
Recorded in Vol. MISC-194
of records of said county, folio 91-44
SALLY PADILLA, Clerk & Recorder
By: MP, Deputy