

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Joseph Fleischer ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 203 Paseo Primero ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Joseph Fleischner (Signature)
Name: Joseph Fleischner
Address: 2173 Paseo Primero
Telephone: 505-982-9330
Email: Joeyfly@aol.com

Date: 12-27-18

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:14 AM
And Was Duly Recorded as Instrument # 1884353
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 01/07/2023

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Eric Flynn, Garrison Flynn ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2125 Paseo del Monte ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SEC CLERK RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

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14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature)

Date: 9/14/2018

Name: Eric Flynn, Garrison Flynn
Address: 3253 Paseo del Monte
Telephone: ~~505~~ 909-238-0384
Email: ericbflynn@gmail.com

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4/19/19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature] Date: 4/16/19
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:15 AM
And Was Duly Recorded as Instrument # 1884354
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy [Signature] County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21



ASAP

[Handwritten mark]

Trust 4 Lots original 4 meters

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and "Lopez TRUST" ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date"). *Ramon José Lopez - Nancy Lopez*

RECITALS

- water meters locations

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to an including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3233 Paseo del Monte ("Property") within Hyde Park Estates. *LOT F-1, LOT F-2, LOT 17 and TRACT 2*
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
- 2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

X
Ramon Jose Lopez (Signature)

Date: Jan 7th 2019

Name: Ramsey Lopez 1-7-19
Address: 3233 Paseo del Monte
Telephone: SFNM ex 87501
Email: 1305.988.4976

SANTA FE COUNTY: NANCE Lopez@Icloud.com

By: Katherine Miller (Signature) Date: 4-19-19
Katherine Miller
County Manager

APPROVED AS TO FORM:

RSS
Gregory S. Shaffer, County Attorney
R. Bruce Fredericks

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:16 AM
And Was Duly Recorded as Instrument # **1884355**
Of The Records Of Santa Fe County

Deputy Gilda Montona Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/24

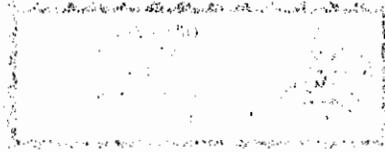


EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Luke Washburn ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2125 Paseo del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

SFC CLERK RECORDED 04/22/2019

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

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11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

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14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature) Date: 5-26-17
Name: LUKE WASHBURN
Address: 2125 Paseo del Monte, Santa Fe, NM 87501
Telephone: 505-603-7899
Email: luke_washburn@yahoo.com

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 4/16/19

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:17 AM
And Was Duly Recorded as Instrument # 1884356
Of The Records Of Santa Fe County

Deputy [Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM



(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Jack Dant, Castle McConaughy ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3262 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

REC CLERK RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1 Existing native vegetation will not be restored.

5.2 Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

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7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

SEC ORDER RECORDED 54/23/2019

PROPERTY OWNER:

[Signature] (Signature)
Name: Jack Dant
Address: 3262 Pasco Del Monte
Telephone: 505 466 9090
Email: dantjack@gmail.com

Date: 4-8-17^{21 JD}

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/18/19

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:18 AM
And Was Duly Recorded as Instrument # 1884357
Of The Records Of Santa Fe County



Deputy [Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: _____

SFO CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Catherine Hresiger ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2121 Paseo Del Monte ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SFC CLERK RECORDED 04/22/2019

REC CLERK RECORDED 54/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner, *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature)

Date: 11/15/2017

Name:
Address:
Telephone:
Email:

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4/19/19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 4/16/19



COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:19 AM
And Was Duly Recorded as Instrument # 1884358
Of The Records Of Santa Fe County

Deputy [Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: _____

SFO CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and DAVID COLLINS ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3264 PASEO DEL MONTE ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature) Date: 4/20/19

Name:
Address: 10100 NORTH CENTRAL EXPWY; STE 300 ; DALLAS, TX 75231
Telephone: 972-365-9309
Email: david.collins@perkinswill.com

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4-19-19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:20 AM
And Was Duly Recorded as Instrument # 1884359
Of The Records Of Santa Fe County



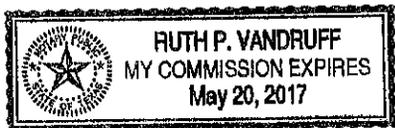
Deputy [Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

Texas
State of ~~New Mexico~~)
Dallas) ss
County of ~~Santa Fe~~)

This instrument was acknowledged before me on April 20, 2017 (date) by David E. Collins (Property Owner).



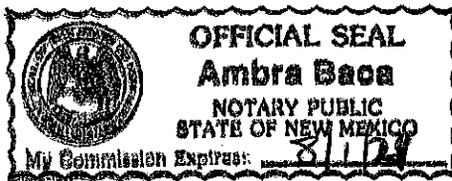
Ruth P. Vandruff
Signature of Notarial Officer

(Seal, if any)

My commission expires: May 20, 2017

Santa Fe County

State of New Mexico)
) ss
County of Santa Fe)



This instrument was acknowledged before me on April 19, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

SFC CLERK RECORDED 64/22/2019

(Seal, if any)

My commission expires: _____

SEC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and DEN MITCHELLMAN THOM VASALLO ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at ~~2116~~ 2116 ("Property") within Hyde Park Estates.
PASEO DEL MONTE

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

REC'D CLERK RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Handwritten Signature]

TANIA VASALLO (Signature) Date: SEPT 17th 2018

Name: BOB MITTLEMAN TANIA VASALLO
Address: 2116 PASO DEL MONTE SANTA FE NM 87501
Telephone: 267-403-7905
Email: BINYA3@GMAIL.COM

SANTA FE COUNTY:

By: *[Handwritten Signature]* (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Handwritten Signature]
Gregory S. Shaffer, County Attorney
[Handwritten Signature]
P. Bruce Frodenik

Date: 4/16/19

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:21 AM
And Was Duly Recorded as Instrument # 1884360
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
[Handwritten Signature] Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21



EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and James B + Linda K Strand ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3249 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SFO CLERK RECORDED 44/22/2015

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature]
Linda K Strand (Signature)

Date: 5/30/17

Name: JAMES B. + LINDA K. STRAND

Address: 3249 PASEO DEL MONTE

Telephone: 2146972147

Email: JAMESBSTRAND@GMAIL.COM

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney

Date: 4/16/19

R BRUCE FREDERICK

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:22 AM
And Was Duly Recorded as Instrument # **1884361**
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
[Signature] Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

REC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on May 30, 2017 (date) by JAMES B + LINDA K. STRAND (Property Owner).



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: June 6, 2020
(Seal, if any)

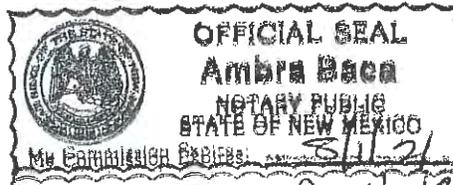
Christina Olivas

Signature of Notarial Officer

My commission expires: June 6, 2020

Santa Fe County

State of New Mexico)
) ss
County of Santa Fe)



OFFICIAL SEAL
Amber Baca
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 3/1/21 AB

April 18, 2019

This instrument was acknowledged before me on May 30, 2017 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amber Baca
Christina Olivas

Signature of Notarial Officer



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: June 6, 2020

(Seal, if any)

8/1/21
My commission expires: June 10, 2025

2025 JUN 10 10 10 AM

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Ted O. Harrison ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2112 Paseo del Monte ("Property") within Hyde Park Estates.
(Lot 9, Blk E)

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

REC ORDER RECORDED 04/27/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

REC CLERK RECORDED 04/22/2019

PROPERTY OWNER:

[Signature]

(Signature)

Date: 4.12.17

Name: Ted Harrison

Address: 2112 Paseo del Monte Santa Fe NM 87501

Telephone: 505.989.9846

Email: ted.harrison@commonwealconservancy.org

SANTA FE COUNTY:

By: [Signature]

(Signature)

Date: 4.19.19

Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]

Gregory S. Shaffer, County Attorney

R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:23 AM
And Was Duly Recorded as Instrument # **1884362**
Of The Records Of Santa Fe County

Deputy [Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: _____

SFO CLERK RECORDED 84/22/2819

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Tenun Sherpa ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2084 Paseo Primero ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

RECORDER'S OFFICE
RECORDED
9/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual, *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Futrell (Signature) Date: 9/14/18
Name: Tenzeni Sherpa
Address: 2084 Paseo Primero Santa Fe Nm 87501
Telephone: (505) 629 8767
Email: silkshop.lama@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney
R. Bruce Fredrick

Date: 4/18/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6
I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:24 AM
And Was Duly Recorded as Instrument # 1884363
Of The Records Of Santa Fe County
Deputy Jaida Renteria Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21

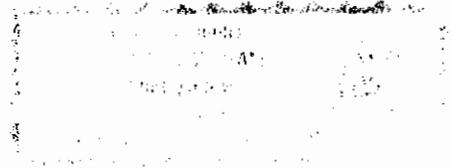


EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Georgia Millsaps ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2109 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

SFC CLERK RECORDED 5/4/22/2019

PROPERTY OWNER:

[Handwritten Signature]

4/20/17

Georgia Millsaps (Signature)

Date: 4-20-2017

Name: *George H Millsaps & Dawn m Cleary*

Address: *2109 Paseo del Monte Santa Fe, NM 87501*

Telephone: *505-570-3264*

Email: *giamillsaps@gmail.com @learydawn@gmail.com*

SANTA FE COUNTY:

By: *Katherine Miller* (Signature) Date: *4-19-19*

Katherine Miller
County Manager

APPROVED AS TO FORM:

[Handwritten Signature]

Date: *4-16-19*

Gregory S. Shaffer, County Attorney

R. BRUCE FREDERICK

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:25 AM
And Was Duly Recorded as Instrument # 1884364
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
[Handwritten Signature] Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21

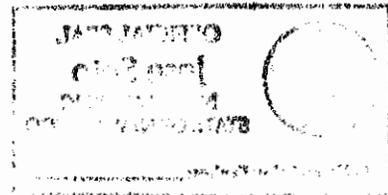


EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Alice L. Romeko ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to an including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2088 Paseo Primero ("Property") within Hyde Park Estates. SANTA Fe, New Mexico 87501
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

SFC CLERK RECORDED 84/22/2819

PROPERTY OWNER:

Alice L. Romero (Signature)

Date: 4-17-2017

Name: Alice L. Romero
Address: 2008 Paseo Primero Santa Fe, New Mexico 87501
Telephone: 505 6708590
Email: alice.toney2@yahoo.com

SANTA FE COUNTY:

~~Dona Ave~~

By: Katherine Miller (Signature)
Katherine Miller
County Manager

Date: 4.19.19

APPROVED AS TO FORM:

R. Bruce Frederick
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 4/16/19

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:26 AM
And Was Duly Recorded as Instrument # 1884365
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM



SFC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and William Kaye Kinlan ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2076 Rosea Bermejo ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SFC CLERK RECORDED 54/22/2019

REC'D CLERK RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Willie R. 22 (Signature)

Date: 4/11/19

Name: Kathy Kinku
Address: 2076 Paseo Primata
Telephone: 505-692-4289
Email: Kathy.Kinku@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature)
Katherine Miller
County Manager

Date: 4/19/19

APPROVED AS TO FORM:

RBR
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:27 AM
And Was Duly Recorded as Instrument # 1884366
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SPC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Lester Cisneros ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3309 Camino Lisa ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Lester Cisneros (Signature)

Date: 4/10/2017

Name: Lester Cisneros
Address: 3309 Camino Lisa
Telephone: 505-982-2934
Email: lcstfe@aol.com

SANTA FE COUNTY:

By: Katherine Miller (Signature)
Katherine Miller
County Manager

Date: 4/19/19

APPROVED AS TO FORM:

R. Bruce Frederick
~~Gregory S. Shaffer~~, County Attorney
R. Bruce Frederick

Date: 4/16/19

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:28 AM
And Was Duly Recorded as Instrument # **1884367**
Of The Records Of Santa Fe County



Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: _____

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Lisa Romero-Paul ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2088 Paseo Primer ("Property") within Hyde Park Estates.
Santa Fe, NM 87501

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

SEC CLERK RECORDED 04/22/2019

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1 Existing native vegetation will not be restored.

5.2 Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the

New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

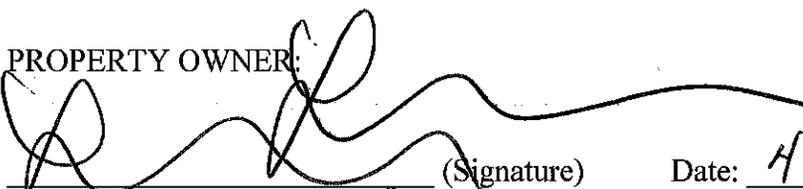
14. General Terms:

14.1 This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2 This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3 The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

 (Signature) Date: 4/25/17
4-18-17
Name: Lisa Romero-Paul
Address: 2088 Paseo Primero Santa Fe, NM 87501
Telephone: 404-556-6192
Email: Lromeropaul@gmail.com

SANTA FE COUNTY:

By:  (Signature) Date: 4.19.19
Katherine Miller
County Manager

SFC CLERK RECORDED 04/22/2019

APPROVED AS TO FORM:

Date: 4/16/19

R37
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 5

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:29 AM
And Was Duly Recorded as Instrument # **1884368**
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on 25 APRIL 2017 (date) by Lisa Roman-Paul (Property Owner).

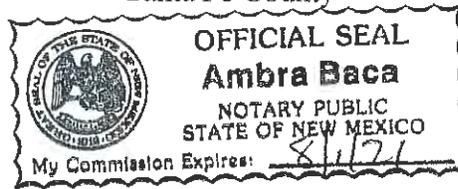
David M. Wofford
Signature of Notarial Officer



My commission expires: 1/31/2021

Santa Fe County

State of New Mexico)
) ss
County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and CHRISTINA CHANG ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3205 Paseo Del Monte ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

PROPERTY OWNER:

Christina Chaves (Signature)

Date: 4/29/17

Name: CHRISTINA CHAVES

Address: 3205 PASEO DEL MONTE SANTA FE NM

Telephone: 505-266-6050

Email: pglem@earthlink.net

SANTA FE COUNTY:

By: Katherine Miller (Signature)

Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:

RBF

Date: 4/16/19

~~Gregory S. Shaffer, County Attorney~~

R. Bruce Frederick



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:30 AM
And Was Duly Recorded as Instrument # 1884369
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

SFC CLERK RECORDED 54/22/2019

(Seal, if any)

My commission expires: 8/1/21

SFC CLEAR RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and TONY SPAETH ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2105 Paseo Romero ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SFO CLERK RECORDED 44/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Tony Spaeth

4/14/17

Tony Spaeth (Signature)

Date: 4/9/17 ~~17~~

Name: TONY SPAETH

Address: 2105 PASEO PRIMERO, SANTA FE, NM 87509

Telephone: 817-676-4676

Email: tony.spaeth@greyco.com

SANTA FE COUNTY:

By: Katherine Miller (Signature)

Date: 4-19-19

Katherine Miller
County Manager

APPROVED AS TO FORM:

RBF

Date: 4/16/19

~~Gregory S. Shaffer~~, County Attorney

R. BRUCE FREDERICK

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:31 AM
And Was Duly Recorded as Instrument # 1884370
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SEC CLERK RECORDED 6/4/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Michael Fowler ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at _____ ("Property") within Hyde Park Estates. B-1 3300 El Paseo, B-3 3204 Paseo Del Monte, B-5 3200 Paseo Del Monte, B-6 3316 El Paseo

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SEC CLERK RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Michael M Fowler (Signature)

Date: 26 April 2017

Name: Michael M Fowler
Address: 1411 North Blvd
Telephone: Houston, Texas 77006
713 882 5940
Email: mmf@bunkerh.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4-19-19
Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Frederick
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



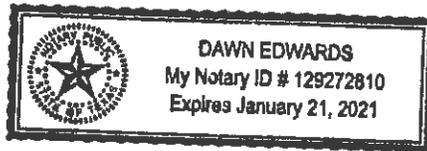
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6
I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:32 AM
And Was Duly Recorded as Instrument # 1884371
Of The Records Of Santa Fe County
Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

Texas
State of ~~New Mexico~~)
) ss
Harris
County of ~~Santa Fe~~)

This instrument was acknowledged before me on April 26, 2017 (date) by Michael M. Fowler (Property Owner).



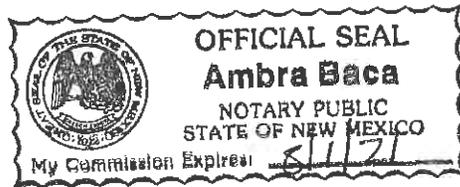
[Signature]
Signature of Notarial Officer

(Seal, if any)

My commission expires: January 21, 2021

Santa Fe County

State of New Mexico)
) ss
County of Santa Fe)



This instrument was acknowledged before me on April 19, 2019 ^{oB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

REC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Joe and Nan Watts ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3305 E Paseo ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Joe A. Watts
Nan M. Watts

(Signature)

Date: 5/5/2017

Name: Nan and Joe Watts

Address: 3305 El Paseo Santa Fe, NM 87501

Telephone: 505.988.7056

Email: uswatts@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19

Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Frederick

Date: 4/16/19

~~Gregory S. Shaffer~~, County Attorney
R. BRUCE FREDERICK



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 7

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:33 AM
And Was Duly Recorded as Instrument # 1884372
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 84/22/2019

Key Terms of Proposed Acquisition Agreement Between the Hyde Park Estates Cooperative Water Association and the County of Santa Fe

1. The County will provide water to members and compensate the Association for expenses related to its dissolution.
2. The County will receive assets "as is" with no requirement that the Association change or upgrade the current system.
3. The County will assume liability for future maintenance of the water system.
4. The County will assume all liability under Association contracts as of date of conveyance of the system.
5. The County will charge Association members in accordance with the County's Customer Service Policies.
www.santafecountynm.gov/CountyWaterRates.2012pdf)
6. The Association will remain responsible for liabilities and expenses until date of conveyance.
7. The current level of fire protection will continue.
8. Agreement must be approved by 2/3 of the Association members.
9. Agreement must be approved by the Santa Fe County Board of Commissioners.

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and MICHELLE PERRIN ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3304 CAMINO LISA ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Michelle Perrin (Signature) Date: 4/20/17

Name: Michelle Perrin
Address: 3304 Camino Lisa, Santa Fe, NM 87501
Telephone: 214-668-9685
Email: michelle.perrin25@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Frederick
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 4/16/19

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6

I Herety Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:34 AM
And Was Duly Recorded as Instrument # 1884373
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Deputy Geraldine Salazar Geraldine Salazar
County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21



EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Cristina Phillips ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3325 El Paseo ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1 Existing native vegetation will not be restored.

5.2 Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Cristina Phillips (Signature)

Date: 4/24/17

Name: 3325 El Paseo
Address: 505-310-2833
Telephone: CRIS @ criophillips.com
Email: CRISTINA Phillips

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:35 AM
And Was Duly Recorded as Instrument # **1884374**
Of The Records Of Santa Fe County.

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Clema Investments LLC ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2160 Paseo Iglesias ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

REC ORDER RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature) Date: 11 April 2017
Name: John Clema, Manager of Clema Investments, LLC
Address: 2160 Paseo Iglesias
Telephone: 505 984 5060
Email: N/A

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature] Date: 4/16/19
~~Gregory S. Shaffer~~, County Attorney
R. BRUCE FREDERICK

COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:36 AM
And Was Duly Recorded as Instrument # **1884375**
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
[Signature] Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

2019 APR 19 10:45:36 AM INSTRUMENT 1884375

ACKNOWLEDGEMENTS

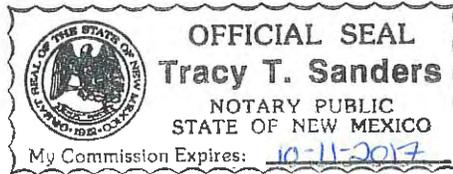
Property Owner

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on 4/11/2017 (date) by John Clema, (Property Owner).
manager of Clema Investments LLC, on behalf of said entity.

Tracy Sanders
Signature of Notarial Officer

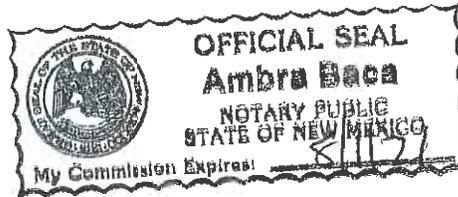
(Seal, if any)



My commission expires: 10-11-2017

Santa Fe County

State of New Mexico)
) ss
County of Santa Fe)



This instrument was acknowledged before me on April 18, 2014^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Stephen & Eleanor Sherr ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2125 Paseo Ponderosa ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Stephen Shum (Signature) Date: 4/11/17
Name: Clearo-Shum
Address: 2125 Paseo Ponderosa, SF, NM 87501
Telephone: 505-982-8736
Email: shalem@newmexico.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Frederick
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 7/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:37 AM
And Was Duly Recorded as Instrument # **1884376**
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Nuala Murphy ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3240 Paseo del Monte ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SFO CLERK RECORDED 04/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

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9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

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14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Diab Murphy (Signature)

Date: 04/10/17

Name:

Address: 3240 Pecos del Monte, Santa Fe, NM 87501

Telephone: 505/982-6492

Email: nuabmurphysf@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature)
Katherine Miller
County Manager

Date: 4-19-19

APPROVED AS TO FORM:

RBF
~~Gregory S. Shaffer, County Attorney~~
R. Bruce Frederick

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
EASEMENT AGREEMENT (SA
PAGES: 6
I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:38 AM
And Was Duly Recorded as Instrument # 1884377
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

REC'D CLERK RECORDED: 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SFO CLERK RECORDED 84/22/2019