

**STATE OF NEW MEXICO  
COMMISSIONER OF PUBLIC LANDS  
ROADWAY RIGHT-OF-WAY  
Amendment**

Right-of-Way Easement No. R-25329

This indenture, made this 29<sup>th</sup> day of August, 1994 by and between the State of New Mexico acting by and through its Commissioner of Public Lands, "Grantor", and Santa Fe County, a governmental entity whose address is 102 Grant Avenue, Santa Fe, New Mexico "Grantee";

Grantor, for and in consideration of the sum of \$35,098.00-----Thirty Five Thousand Ninety Eight Dollars and 00/100-----, receipt of which is hereby acknowledged, and other good and valuable consideration, conveys to Grantee a personal right-of-way for the sole and exclusive purpose of gaining ingress to and egress from Grantee's land described. The right-of-way granted herein does not run with any land of Grantee. This grant includes the right to enter upon the real estate hereinafter described at any time that it may become reasonably necessary to construct, maintain and repair the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land 150 feet in width in Santa Fe County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein as Exhibit A. It is expressly agreed that the location of this personal right-of-way may be re-located by Grantor from time to time to accommodate the development of Grantor's property, upon reasonable notice to Grantee; and Grantor may, by providing alternate ingress and egress to Grantee on roadways to be developed on Grantor's property, terminate the personal right-of-way granted herein upon reasonable notice to Grantee.

This grant is made upon the following express terms and conditions:

1. This right-of-way is granted for a term of for so long as Grantee uses said right of way for the purpose stated herein. The grant may be renewed for additional periods upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor may require, and payment of compensation.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be over, parallel to, or across this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installation and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings.
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor

GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

4. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees, and so as not to obstruct or interfere with any development of Grantor's adjacent lands.
5. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
6. Grantee shall not sell, assign, or in any way transfer or cause to be transferred, directly or indirectly, any interest in this right-of-way to any person or entity without the prior written approval of Grantor. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose of providing personal ingress and egress to Grantee, and for no other purpose.
7. The rights granted herein are subject to valid existing rights.
8. Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
9. In all matters affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactments pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.
10. Non-use of the right-of-way granted herein for any period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and shall cause the right-of-way to lapse *ipso facto* and revert to Grantor without further action or notice required of Grantor; and non-use for shorter periods shall place upon grantee the burden of proving that there was no intent to abandon. Grantee's abandonment cannot be waived by any action or inaction of Grantor or by Grantor's failure to discover such abandonment. The resumption of use by Grantee after abandonment shall be deemed a trespass.

AMENDMENT RIGHT OF WAY  
PAGES: 5

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

Hereby Certify That This Instrument Was Filed for  
Record On The 15TH Day Of February, 2019 at 03:43:34 PM  
And Was Duly Recorded as Instrument # 1879135  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Geraldine Salazar

Deputy Veronica Duran County Clerk, Santa Fe, NM (2)



11. Grantee, if other than a governmental entity that is provided immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder.
12. Notwithstanding anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a thirty (30) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and thirty (30) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
13. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
14. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
15. This grant shall become effective upon its execution by Grantor.

**STIPULATIONS:**

- **Must comply with "SLO Rule 20" Relating to Construction, Maintenance and Reclamation of Roads**
- **Right of Way grant covers the multi-use public trail for non-motorized traffic including but not limited to pedestrians, bicycles and equestrians**

GRANTEE: Santa Fe County, a governmental entity

BY: Katherine Miller

ACKNOWLEDGMENT FOR CORPORATIONS

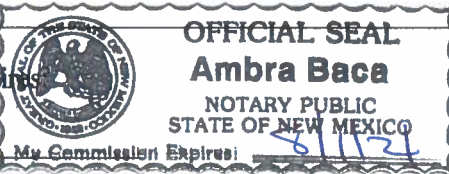
STATE OF New Mexico )  
COUNTY OF Santa Fe ) ss.

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 2/16/19

The foregoing instrument was acknowledged before me this 11 day of February, 2019,  
by Katherine Miller of Santa Fe County, a  
corporation, on behalf of said corporation.

My Commission Expires:

8/1/21



[Signature]

NOTARY PUBLIC

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, of \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC

STATE OF NEW MEXICO

BY: Stephanie Garcia Richard / CSS  
Stephanie Garcia Richard  
Commissioner of Public Lands

DATE: 2/15/2019



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PLAT OF LAND DIVISION  
FOR

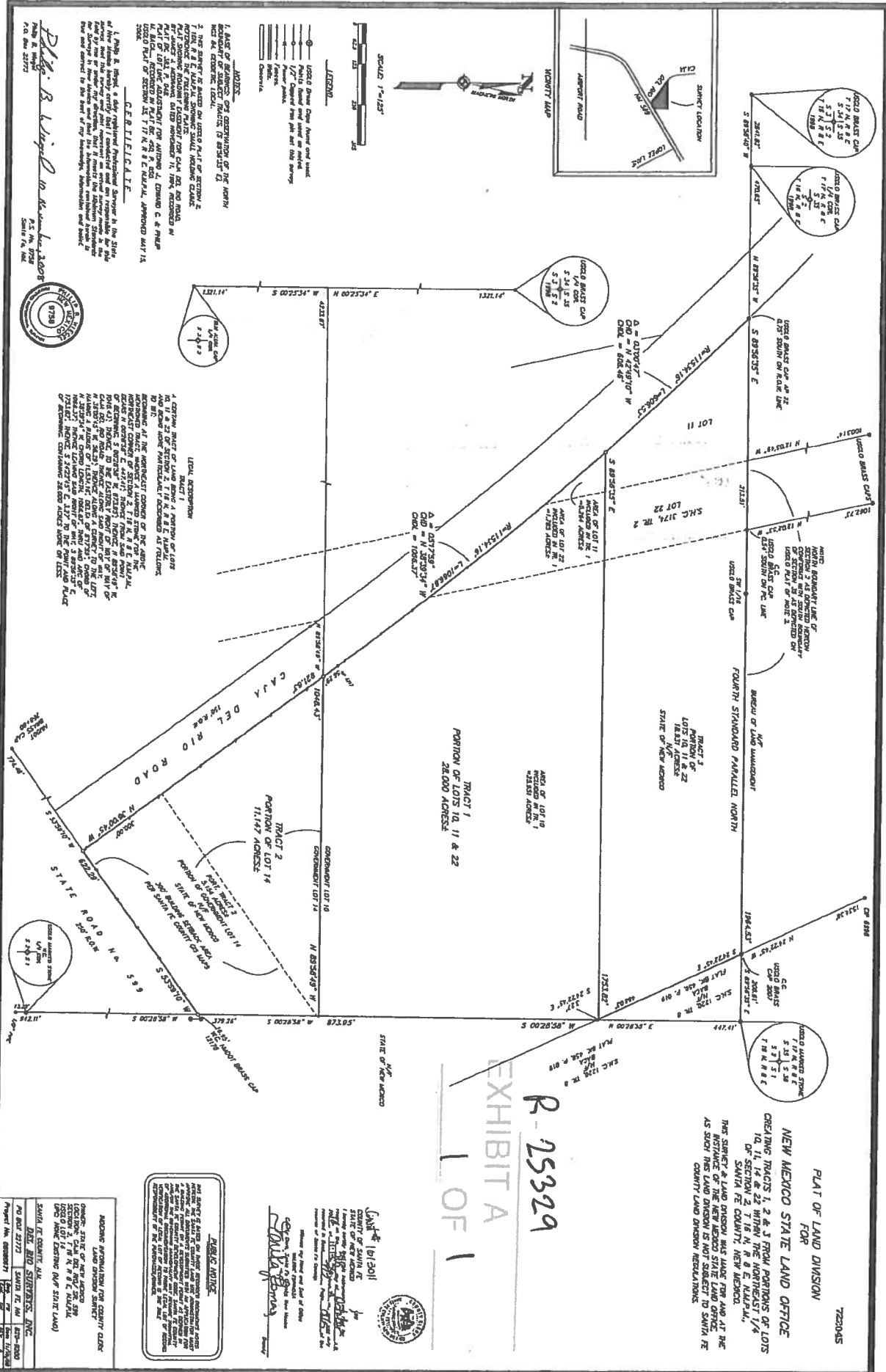
722045

NEW MEXICO STATE LAND OFFICE  
CREATING TRACTS 1, 2 & 3 FROM PORTIONS OF LOTS  
10, 11, 14 & 22 WITHIN THE NORTHWEST 1/4  
OF SECTION 2, T. 16 N., R. 8 E., N.M.P.M.,  
SANTA FE COUNTY, NEW MEXICO.  
THE SURVEY & LAND DIVISION HAS MADE THE LAND AND AT THE  
INSTANCES OF THE NEW MEXICO STATE LAND OFFICE  
AS SUCH THE LAND DIVISION IS NOT SUBJECT TO SANTA FE  
COUNTY LAND DIVISION REGULATIONS.

R-25329

EXHIBIT A

1 OF 1



Surveyed by *[Signature]*  
State of New Mexico  
Santa Fe County  
Section 2, T. 16 N., R. 8 E., N.M.P.M.  
Plat of Land Division  
722045

NOTICE TO THE PUBLIC  
THIS PLAT OF LAND DIVISION WAS MADE BY THE  
SURVEY & LAND DIVISION OF THE NEW MEXICO  
STATE LAND OFFICE. THE SURVEY & LAND  
DIVISION IS NOT SUBJECT TO SANTA FE  
COUNTY LAND DIVISION REGULATIONS.

APPROVED FOR THE COUNTY CLERK	DATE
APPROVED FOR THE COUNTY CLERK	DATE
APPROVED FOR THE COUNTY CLERK	DATE
APPROVED FOR THE COUNTY CLERK	DATE
APPROVED FOR THE COUNTY CLERK	DATE

