

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this 24th day of February, 2014 between the Pojoaque Valley School District, a public school district of the State of New Mexico (hereinafter "Grantor"), 1574 State Road 502, Santa Fe, NM 87506, and the County of Santa Fe, a political subdivision of the State of New Mexico, 102 Grant Avenue, Santa Fe, NM 87504-0276 (hereinafter the "Grantee.")

RECITALS

A. Grantor is the fee owner of real property within Section 9, T19N, R9E, NMPM, Nambe Pueblo Grant, Santa Fe County, New Mexico, located on N.M. State Highway 503, approximately 1.7 miles east of the intersection of Highway 285 and 503 in Nambe, New Mexico, as more specifically indicated on Exhibit A, attached hereto and incorporated herein.

B. Pursuant to a 2009 Land Lease Agreement between Grantee and the Robin Martin Revocable Trust, Grantee leases the adjacent property east of Grantor's property described above for a recreational park.

C. Grantee is the fee owner of real property adjacent and east of the property described in B above, more particularly described as Tract 1 within Section 9, T19N, R9E, NMPM, Nambe Pueblo Grant, Santa Fe County, New Mexico.

D. On the property owned and leased by Grantee, Grantee operates and maintains the *Nambe Community Center* and related recreational facilities.

E. Grantee procured the services of an engineer who completed a design for the completion of certain improvements to the property where the *Nambe Community Center* and recreational facilities are located.

F. Grantee's design for the improvements includes construction of a driveway, grading to address drainage issues, and improvements to the parking area which will occur on Grantor's property described in Exhibit A.

G. In order facilitate Grantee's construction and completion of the improvements, Grantor desires to grant to Grantee an easement for ingress and egress and the location of improvements according to the terms and conditions contained in this Agreement.

NOW THEREFORE, for good and valuable consideration, receipt of which is acknowledged by Grantors:

1. Grantor hereby grants and conveys to the County of Santa Fe, its successors and assigns, (hereinafter "Grantee") an easement for the purpose of constructing and utilizing certain improvements for the benefit of the Grantee (the "Easement"). Said Easement is 32,048 square feet within Section 9, R19N, R9E, NMPM, located on N.M. State Highway 503, approximately 1.7 miles east of the

intersection of Highway 285 and 503 in Nambe, New Mexico, as more specifically indicated on Exhibit A. Subject to the approval of the New Mexico Public Education Department and New Mexico Board of Finance, if such approval is required, said Easement is granted on the following terms.

2. Grantor shall review and approve the final design and location of the improvements to be completed on the Easement by the Grantee.
3. Grantee shall be solely responsible for the costs and expense of constructing and maintaining the improvements and any future improvements and shall maintain all improvements on the Easement as needed.
4. Grantee shall maintain public liability insurance coverage on the easement and improvements and any liability on the part of the Grantee is subject to the limitations and immunities in the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended. Grantee shall cause its insurer to name Grantor as an additional insured under such coverage.
5. No funds on the part of the Grantor are involved in this easement agreement at this time; however, any future obligations of the Grantor shall be subject to and limited by the availability of sufficient appropriations having been made to Grantor by the legislature of the State of New Mexico. If such circumstances arise in the future, the Grantor's determination as to the sufficiency of appropriations shall be final and not subject to review or challenge by the Grantee.
6. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the Grantor or Grantee, and any claims with respect to either the Grantor or Grantee arising in connection with this Agreement shall be subject to the privileges and immunities of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended.
7. This Easement shall be interpreted under the laws of the State of New Mexico.
8. This Easement may be executed in counterparts that together will be a single instrument.
9. This Easement may be modified only by a written document signed and notarized and recorded in the official records of Santa Fe County, New Mexico.
10. This Easement shall at all times be deemed to be and shall be a continuous covenant running with the land and shall be binding upon and in favor of Grantor and Grantee for the term of the Land Lease Agreement Between Robin Martin Revocable Trust ("Trust") and Santa Fe County dated October 6, 2009 and any renewals thereof by the Trust and Santa Fe County. This Easement shall automatically terminate upon the termination of said Land Lease Agreement. Notwithstanding the foregoing, in the event the Grantee acquires title to the land

which is subject to the Land Lease Agreement, Grantor and Grantee agree to enter into good faith negotiations for the grant of a permanent easement for ingress, egress and improvements.

11. In the event this Easement is terminated and not renegotiated, all improvements on the Easement shall become the property of the Grantor.

GRANTOR

BOARD OF EDUCATION POJOAQUE VALLEY SCHOOLS

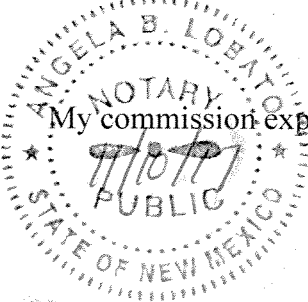
By: J. Edward Ortiz
Its: President

Date: 2-24-2014

[illegible]

This instrument was acknowledged before me on Feb 24, 2014, by J. David Ortiz, as President of the Pojoaque Valley Schools Board of Education.

Angela B. Lokat
Notary Public



GRANTEE SANTA FE COUNTY

Daniel W. Mayfield
Daniel W. Mayfield, Chair
Santa Fe Board of County Commissioners

Date 2/25/14

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

Date 2/25/2014



Approved as to form

Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

Date 2/25/14

APPROVED

Finance Department

Teresa C. Martinez
Teresa C. Martinez, Director

Date 2/24/14

Katherine Miller
Katherine Miller
Santa Fe County Manager

Date 2/25/14

COUNTY OF SANTA FE) EASEMENT AGREEMENT(N/C
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 26TH Day Of February, 2014 at 01:59:43 PM
And Was Duly Recorded as Instrument # 1730865
Of The Records Of Santa Fe County

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





EASEMENT
NAMBE COMMUNITY CENTER

DESCRIPTION of an easement being a portion of Exception 253, Private, Claim 319 and a portion of the lands adjoining on the North as shown on USGLO Supplemental Plat showing Private Claims in Section 9, within the Pojuaque Pueblo Grant, Township 19 North, Range 9 East of The New Mexico Principal Meridian, Santa Fe County, New Mexico. Said easement being more particularly described as follows:

COMMENCING at a found aluminum cap stamped "PS 13839" being a point on the East line of said Pojuaque Pueblo Grant, from which a found USGLO Brass Cap stamped 1/2 Mile bears South 00°04'03" East, 952.09 feet;

Thence North 81°23'05" West, 195.54 feet to a USGLO Brass cap whose marking were "Illegible" being "Corner No. 1" of said Exception 253 P.C. 319 also being the **POINT OF BEGINNING**;

Thence South 10°26'27" East, 259.32 feet to the Southeast corner, stated as "Corner No. 5" of said Exception 253 P.C. 319;

Thence North 65°12'32" West, 160.85 feet;

Thence North 13°18'58" East, 14.19 feet;

Thence North 20°19'50" West, 121.76 feet;

Thence North 11°42'27" West, 53.96 feet;

Thence South 78°46'52" West, 34.29 feet;

Thence North 11°01'59" East, 17.32 feet;

Thence North 89°48'46" East, 178.57 feet;

Thence South 10°26'27" West, 4.33 feet to the **POINT OF BEGINNING**.

Said Easement contains 32,048 square feet or 0.736 acres more or less.

Prepared by John K. Melton, LS 17534

Prepared on January 10, 2014

Project Number: 7222607/T1.1

