

Santa Fe County
Santa Fe River Greenway

Irrevocable Right to Enter Property

Property owner (name, address and contact information):

Gilbert (deceased) & Martha Mier
1797 Camino Dos Antonios
Santa Fe, NM 87507
505-501-0366

The Board of County Commissioners ("BCC") of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico ("County") plans to complete a river restoration project and construct a public multi-use trail approximately 8 miles along the Santa Fe River from Frenchy's Field to the Waste Water Treatment Plant near NM 599. The river restoration and trail will be known as the **Santa Fe River Greenway**. As part of its planning of the Santa Fe River Greenway, the County requests permission from property owners along the affected segment of the Santa Fe River for Santa Fe County and its agents or contractors to enter a portion of your property where necessary to conduct activities necessary for preliminary inspection and planning development activities for the Santa Fe River Greenway Project. These inspection and planning activities are part of the County's due diligence in determining what real property or property interests need to be acquired by Santa Fe County for the completion of the Santa Fe River Greenway Project.

Property description or other property identification (attach exhibit if appropriate):

UPC: 1050097310327000000 & 1050097250441000000

Property Address: 1797 Camino Dos Antonios, Santa Fe, NM 87507

Legal Text: Portion of Tract within Private Claim 433 & 454, Tract 3
Section 32, Township 17 North, Range 9 East

A. Upon the execution of this Agreement by the parties, Santa Fe County, its employees, agents, contractors shall have the right to enter onto and exit from the Property described above and carry out any necessary preliminary work, including archaeological, environmental assessment, hydrologic, hydraulic, topographic and geological surveys, survey and appraisals, and all due diligence necessary for the County's acquisition of an easement, fee interest or other interest in all or a portion of the Property. The County, its employees, agents or contractor shall make every effort to minimize the impact of these activities on the owner's Property and perform such activities in a manner so as to cause the least possible disturbance to the possession of the owner.

B. The County agrees to compensate the owner for any damage caused by or resulting from ingress and egress and the acts performed by the County, its employees, agents and contractor and compensate the owner for any damage to the owner's property caused by the acts performed under the terms of this Agreement. The County's maximum damage shall not exceed the fair market value of the affected or damaged portion of the owner's property.

C. This Right to Enter Agreement shall be a covenant that runs with the land. As such it shall pass to any subsequent owner of the Property who succeeds to the interest of the Property owner named herein until such time that the County releases this Right to Enter by recording a release with the Santa Fe County Clerk.

D. Term of Agreement and Terms of Entry and Use.

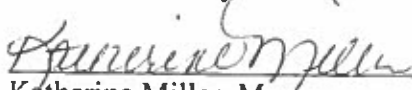
1. This Right to Enter shall be in effect from the date of signature by the parties until this Right to Enter is terminated by the County through the filing of a release. The County shall file a release upon (i) the County's purchase of the Property for purposes of the Santa Fe River Greenway, or (ii) the County's determination of which portion of the Property and/or property rights the County will acquire for purposes of completing, operating and maintaining the Santa Fe River Greenway.

2. Ingress and egress by the County, its employees, agents or consultants shall occur between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, except County recognized holidays.

3. The County, its employees, agents and contractor(s) shall enter upon and exit the Property solely for the purposes of engaging in archaeological, environmental assessment, hydrologic, hydraulic, topographic and geological surveys, survey and appraisals, and all due diligence necessary for the County's determination to acquire an easement, fee interest or other interest in all or a portion of the Property for the Santa Fe River Greenway Project.

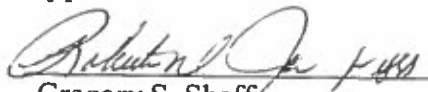
Each party to this Agreement has caused it to be executed on the date indicated below.

Santa Fe County


Katherine Miller, Manager

Date: 7.14.15

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

Date: 7-9-15

Property Owner



Date: 5-21-15

Property Owner

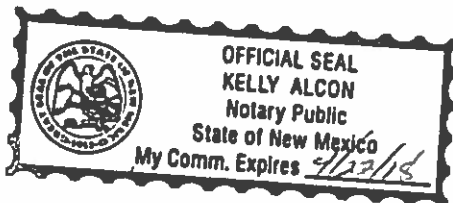
Date: _____

Acknowledgement

STATE OF NEW MEXICO)


County of Bernalillo) ss:
SANTA FE)

This instrument was acknowledged before me this 21 day of May,
2015, by



My Commission expires:

4/23/18



Notary Public

Santa Fe County
Santa Fe River Greenway

Irrevocable Right to Enter Property

✕ Property owner (name, address and contact information):

Gail Haqqard
PLANTS OF THE SOUTHWEST
3095 Agua Fria
Santa Fe, NM 87507

The Board of County Commissioners ("BCC") of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico ("County") plans to complete a river restoration project and construct a public multi-use trail approximately 8 miles along the Santa Fe River from Frenchy's Field to the Waste Water Treatment Plant near NM 599. The river restoration and trail will be known as the **Santa Fe River Greenway**. As part of its planning of the Santa Fe River Greenway, the County requests permission from property owners along the affected segment of the Santa Fe River for Santa Fe County and its agents or contractors to enter a portion of your property where necessary to conduct activities necessary for preliminary inspection and planning development activities for the Santa Fe River Greenway Project. These inspection and planning activities are part of the County's due diligence in determining what real property or property interests need to be acquired by Santa Fe County for the completion of the Santa Fe River Greenway Project.

✓ Property description or other property identification (attach exhibit if appropriate):

✓ UPC: 1050097467312000000

✓ Property Address: 3095 AGUA FRIA, SANTA FE, NM 87507

✓ Legal Text: PORTION of TRACT 2 within SECTION 32,
Township 17 North, RANGE 9 EAST

A. Upon the execution of this Agreement by the parties, Santa Fe County, its employees, agents, contractors shall have the right to enter onto and exit from the Property described above and carry out any necessary preliminary work, including archaeological, environmental assessment, hydrologic, hydraulic, topographic and geological surveys, survey and appraisals, and all due diligence necessary for the County's acquisition of an easement, fee interest or other interest in all or a portion of the Property. The County, its employees, agents or contractor shall make every effort to minimize the impact of these activities on the owner's Property and perform such activities in a manner so as to cause the least possible disturbance to the possession of the owner.

B. The County agrees to compensate the owner for any damage caused by or resulting from ingress and egress and the acts performed by the County, its employees, agents and contractor and compensate the owner for any damage to the owner's property caused by the acts performed under the terms of this Agreement. The County's maximum damage shall not exceed the fair market value of the affected or damaged portion of the owner's property.

C. This Right to Enter Agreement shall be a covenant that runs with the land. As such it shall pass to any subsequent owner of the Property who succeeds to the interest of the Property owner named herein until such time that the County releases this Right to Enter by recording a release with the Santa Fe County Clerk.

D. Term of Agreement and Terms of Entry and Use.

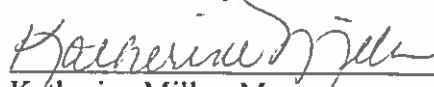
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3. The County, its employees, agents and contractor(s) shall enter upon and exit the Property solely for the purposes of engaging in archaeological, environmental assessment, hydrologic, hydraulic, topographic and geological surveys, survey and appraisals, and all due diligence necessary for the County's determination to acquire an easement, fee interest or other interest in all or a portion of the Property for the Santa Fe River Greenway Project.

Each party to this Agreement has caused it to be executed on the date indicated below.

Santa Fe County


Katherine Miller, Manager

Date: 7-14-15

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

Date: 7-9-15

Property Owner


Greg R. Jorgensen

Date: 5/21/15

Property Owner

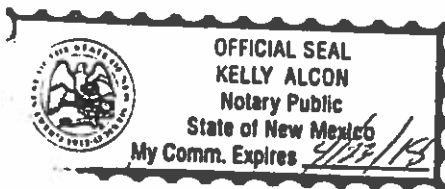
Date: _____

Acknowledgement

STATE OF NEW MEXICO)

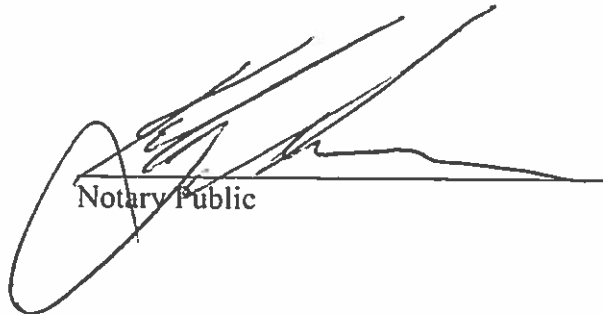
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~~SANTA FE~~)

This instrument was acknowledged before me this 21 day of May,
2015, by



My Commission expires:

4/23/18


Notary Public

Santa Fe County
Santa Fe River Greenway

Irrevocable Right to Enter Property

Property owner (name, address and contact information):

CHARLIE GONZALES
MARY FRANCES GONZALES
3197 AGUA FRIA

505 471-0149

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Property description or other property identification (attach exhibit if appropriate):

UPC: 105009732130700000 & 105009737431500000

Property Address: 3197 AGUA FRIA, SANTA FE, NM 87502

Legal Text: Portions of Tracts D & E within Private Claims 581
Section 32, Township 17 North, Range 9 East

A. Upon the execution of this Agreement by the parties, Santa Fe County, its employees, agents, contractors shall have the right to enter onto and exit from the Property described above and carry out any necessary preliminary work, including archaeological, environmental assessment, hydrologic, hydraulic, topographic and geological surveys, survey and appraisals, and all due diligence necessary for the County's acquisition of an easement, fee interest or other interest in all or a portion of the Property. The County, its employees, agents or contractor shall make every effort to minimize the impact of these activities on the owner's Property and perform such activities in a manner so as to cause the least possible disturbance to the possession of the owner.

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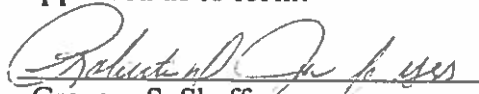
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Santa Fe County


Katherine Miller, Manager

Date: 7.14.15

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

Date: 7-9-15

Property Owner


Mary Wallace

Date: 5-21-2015

Property Owner

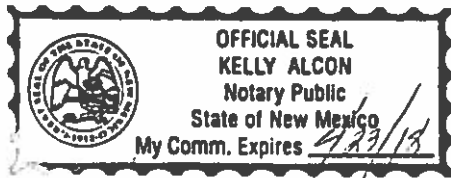
Date: _____


Acknowledgement

STATE OF NEW MEXICO)

County of Bernalillo) ss:
SANTA FE)

This instrument was acknowledged before me this 31 day of May,
2015, by





Notary Public

My Commission expires:
4/23/18