

PERMANENT SIGN EASEMENT AGREEMENT

This Permanent Sign Easement Agreement (the "**Agreement**") is entered into by and between Eusebio Serna ("**Grantor**"), a married man dealing in his sole and separate property, and Santa Fe County ("**County**"), a political subdivision of the State of New Mexico.

RECITALS

A. Grantor is the fee simple owner of real property whose address is 4142 Agua Fria Road, Santa Fe, New Mexico ("**the Property**"), which is described with particularity in that certain Warranty Deed recorded as Instrument No. 1501656 in the records of the County Clerk.

B. Grantor represents that the Property is the sole and separate property of Grantor pursuant to that certain Sole and Separate Property Agreement and Conveyance filed as Instrument No. 1501657 in the records of the County Clerk.

C. The County, in partnership with the National Park Service National Trails Intermountain Region, Cornerstones Community Partnerships and the Historic Village of Agua Fria, is conducting a gateway monument sign project known as the Agua Fria Monument Sign Project (the "**Project**") in order to communicate to travelers that they are entering a historic village on El Camino Real and to calm and slow traffic as vehicles enter the village.

D. The County requires a perpetual sign easement across a portion of the Property to complete the Project.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and the County covenant and agree as follows:

1. Grant of Permanent Sign Easement.

1.1 Permanent Sign Easement. Grantor hereby conveys and grants to the County, its successors and assigns, a permanent easement (the "**Permanent Sign Easement**") over, under, in, along, across and upon the Property within the area (the "**Easement Area**") described and depicted on the attached and incorporated Exhibits A1 and A2, solely for the purposes of constructing, installing, accessing, maintaining, operating, repairing, and replacing a Gateway Monument Sign (collectively, "**Authorized Purposes**").

1.2 Temporary Construction Easement. Grantor hereby conveys and grants to the County a temporary easement (the "**Temporary Construction Easement**") over, under, in, along, across and upon so much of the Property around the Easement Area as may reasonably be necessary for the initial construction and installation of the Gateway Monument Sign.

2. Terms of Easements.

2.1 Permanent Sign Easement. The Permanent Sign Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect until the County has, if ever, abandoned the Permanent Sign Easement, as the term "abandonment" is defined in Section 5.5 below.

2.2 Temporary Construction Easement. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate upon the first occurrence of (i) the completion of the construction and installation of the Gateway Monument Sign Improvement and restoration of the disturbed surface or (ii) five (5) years after the effective date of this Agreement.

3. Reservation by Grantor/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 the rights conveyed by this Agreement are reserved to Grantor; *provided*, however, that Grantor shall not erect or maintain any buildings or any other structure that may obstruct motorists' view of the Sign or cause damage to the Gateway Monument Sign or interfere with the County's right to carry out the Authorized Purposes under this Agreement; and *provided* further that the Grantor shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase the County's costs of carrying out the Authorized Purposes or of restoring the Easement Area after doing so.

4. Construction of the Gateway Monument Sign Improvement.

4.1 Costs/Lien-Free Construction. The County shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of the Property all costs and expenses of constructing and maintaining the Gateway Monument Sign.

4.2 Compliance With Laws. The County shall construct the Gateway Monument Sign in a workmanlike manner and in compliance with the applicable federal, state, and local laws.

4.3 Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in carrying out any of the Authorized Purposes, the disturbed area shall be restored to the condition in which it existed at the commencement of such activities, excepting the following:

4.3.1 Existing native vegetation removed for the Authorized Purposes, shall not be restored.

4.3.2 Encroachments upon the easement as outlined in Section 3 (above) shall not be restored.

5. General Provisions.

5.1 Covenants Running with the Land. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon

the parties and their respective grantees, heirs, successors and assigns. The County's rights under this Agreement are assignable at the County's discretion, and upon such assignment the County shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing the County's successors and assigns from any obligations to Grantor created by this Agreement or to in any way limit Grantor's remedies at law or in equity as against such successors and assigns.

5.2 Effective Date. This Agreement shall be effective upon the last date written below.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Abandonment. In the event the County or its successors and assigns removes and does not replace the Gateway Monument Sign for a period of thirty-six (36) consecutive months, this Agreement and all easement rights granted there under shall terminate.

5.6 Further Cooperation. The parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Agreement.


5.7 Cancellation of Prior Agreement. This Agreement shall supersede and replace all prior written or oral agreements concerning the Project or Permanent Sign Easement, if any.

5.8 No Third-Party Beneficiaries. The parties do not intend by this Agreement to benefit any person who is not a party to this Agreement.

5.9 County Indebtedness. Grantor acknowledges that the County is governed by and subject to Article 9, Section 10 of the New Mexico Constitution and the Batement Act, NMSA 1978, Section 6-6-11(1968). The County is prohibited from contracting any debts during any current year which, at the end of such current year, is not and cannot be paid out of money actually collected by the County and belonging to that current year. Any indebtedness for any current year that is not and cannot be paid out of funds belonging to that year is void.

5.10 Tort Liability. The County's sovereign immunity shall not be waived, if at all, except to the extent provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and NMSA 1978, Section 37-1-23.

GRANTOR:

By: 
Eusebio Serna
1749 San Ysidro Crossing
Santa Fe, New Mexico 87507

Date: 07-14-17

Accepted:

SANTA FE COUNTY - GRANTEE:

By:  Date: 5/2/17
Henry P. Roybal, Chair
Board of County Commissioners of Santa Fe County

ATTESTATION:

 Date: 5-2-2017
Geraldine Salazar, Santa Fe County Clerk

Approved as to form:

 3/29/17
Gregory S. Shaffer, Santa Fe County Attorney

Reviewed and Approved
for SIGNATURE  Date 4-3-17
Don Moya



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

PERMANENT EASEMENT
PAGES: 7

I Hereby Certify That This Instrument Was Filed for
Record On The 14TH Day Of July, 2017 at 02:17:25 PM
And Was Duly Recorded as Instrument # 1831041
Of The Records Of Santa Fe County

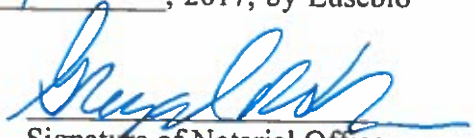
Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM



ACKNOWLEDGEMENT OF GRANTOR

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

This instrument was acknowledged before me on July 14, 2017, by Eusebio Serna.


Signature of Notarial Officer

My commission expires: _____



OFFICIAL SEAL
GREGG S. ROBINSON
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 07-02-20

SFC CLERK RECORDED 07/14/2017

Exhibit "A1"

Brian K. McClintock, N.M.P.S. #11597
New Mexico Professional Surveyor
c/o - BLUELINE CONSTRUCTION, INC.
P.O. Box 28666, Santa Fe, New Mexico 87592-8666
505.216.7909/office
bkm@bluelinenm.com


**DESCRIPTION OF PERMANENT SIGN EASEMENT
FOR
LANDS OF EUSEBIO SERNA
LOCATED AT #4242 AGUA FRIA ROAD**

An easement for a permanent sign lying within the lands of Eusebio Serna, as shown on a plat of survey prepared by Morris A. Apodaca, N.M.P.S. No. 5300 and recorded in the Santa Fe County Clerk's Office in Book 622, Page 45, as document #1431686, located at #4242 Agua Fria Road, and lying within Section 31, T.17N., R.9E., N.M.P.M., in the Traditional Historic Community of Agua Fria, Santa Fe County, New Mexico, said easement being more particularly described as follows:

Beginning at the most Western angle point of herein described easement, where a 3" brass cap was found marking the South $\frac{1}{4}$ corner of Section 31, T.17N., R.9E., N.M.P.M., from which point a 2-1/2" aluminum cap, stamped "SANTA FE CONTROL NO. 71, NOV. 1981, NMLS 5824", bears N 1° 35' 48" E, a distance of 2,599.20 feet (bearings based on grid meridian of the New Mexico State Plane Coordinate System of 1983, Central Zone, distances shown as ground distances with a combined scale factor equal to 0.99959507);

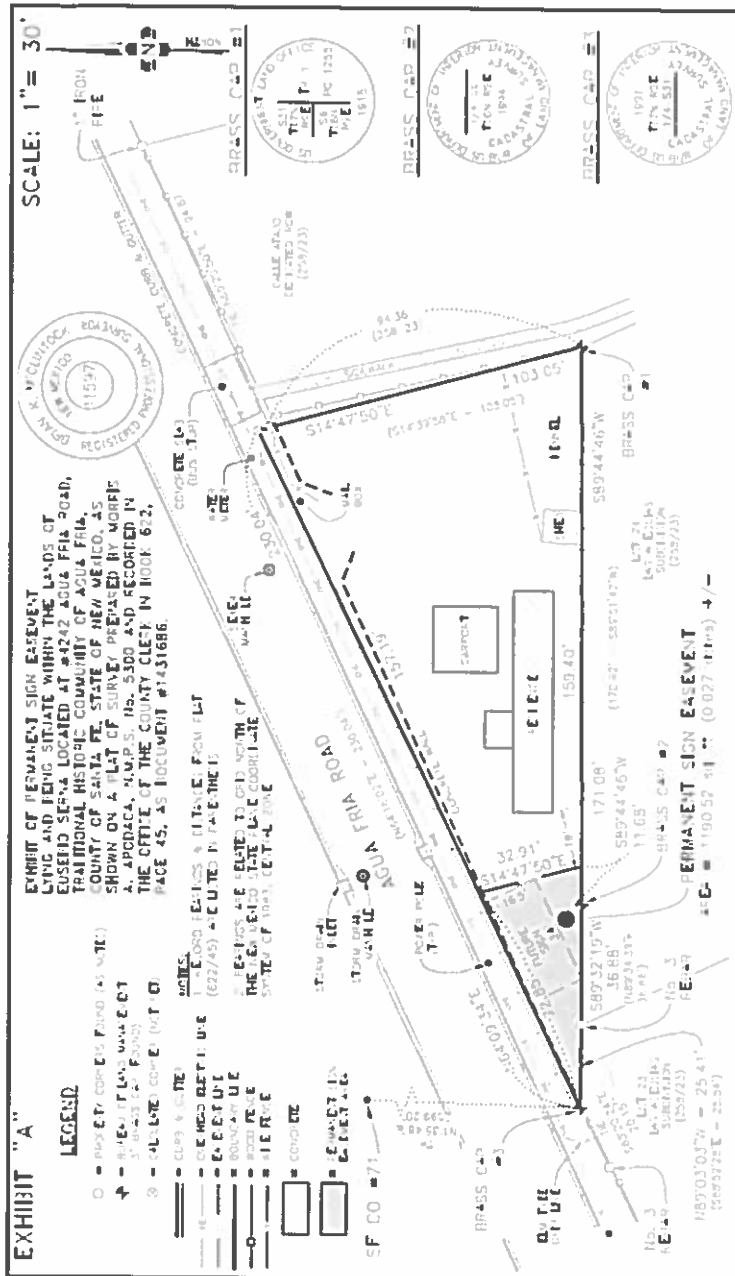
Thence from said point of beginning Northeasterly coincident with the Northern boundary of the said 'Lands of Eusebio Serna' N 64° 09' 34" E, a distance of 72.85 feet; **thence** paralleling the Eastern boundary of said 'Lands of Eusebio Serna' S 14° 47' 50" E, a distance of 32.91 feet to the Southern boundary of said 'Lands of Eusebio Serna'; **thence** coincident with said Southern boundary S 89° 44' 46" W, a distance of 11.68 feet to a 3" brass cap found marking the North $\frac{1}{4}$ corner of Section 6, T.16N., R.9E., N.M.P.M.; **thence** continuing coincident with said Southern boundary S 89° 32' 19" W, a distance of 36.88 feet to a No. 3 rebar; **thence** continuing coincident with said Southern boundary N 89° 03' 03" W, a distance of 25.41 feet to the point of beginning;

Said easement area described contains 1,190.52 Sq. Ft. (0.027 acres) more or less.


Brian K. McClintock NMPS # 11597



Permanent Easement Agreement 7 of 7



14

15