

PURCHASE AGREEMENT

AGREEMENT between Eva C. Ortiz, hereinafter referred to as **Seller**, and the Board of County Commissioners ("BCC") of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Buyer**.

IT IS HEREBY AGREED AS FOLLOWS:

That Seller shall sell and Buyer shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth fee title to a 8,149 sf parcel of real property as described and indicated on Exhibits "A1" and "A2" (the "**Property**");

SEE ATTACHED EXHIBITS "A-1" and "A-2"

Together with all improvements thereon (as defined in the Summary Statement of Just Compensation attached hereto as Exhibit "B"), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Seller to Buyer in relation to the public improvement known as: Old Santa Fe Trail Multimodal Project ("the Project").

Purchase Amount: The Buyer shall pay the following amounts to the Seller, subject to the terms and conditions herein set forth:

\$11,450.00	Fee Simple Acquisition Amount - Old Santa Fe Trail Property
\$11,450.00	<i>Total Compensation</i>

The performance of this Agreement constitutes the entire consideration by the Buyer, including just compensation as required by law and shall relieve the Buyer of all further obligations or claims relating to the Property.

Escrow, Prorations and Fees: The parties hereto shall enter into an escrow agreement with an escrow agent selected by Buyer for closing of sale. Seller shall place into escrow all necessary documents to convey the above referenced real property interests to Buyer free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Property. The escrow agent shall make prorations based on the date of closing and the size of the Property. All escrow fees, document preparation expenses and recording fees shall be paid by Buyer. If title insurance is desired by Buyer, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Buyer. All other forms of interest to be conveyed shall be on a form approved by the Buyer.

No Sale or Encumbrance: The Seller shall not sell or encumber the Property prior to closing.

Closing: Closing shall be on or before the later of 60 days after the date this Agreement is accepted and approved by the Buyer; or 30 days after receipt of all necessary releases or consents to convey the Property free and clear of all liens and encumbrances.

No Leases: Seller warrants that there are no oral or written leases or real estate contracts on all or any portion of the Property. Seller shall hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any undisclosed lease or real estate contract or any lease of said property held by any tenant of Seller.

Sale in Lieu of Condemnation: The sum paid by Buyer represents full and complete payment due Seller, including but not limited to any and all severance damages as to any remaining property owned by Seller. Seller herein acknowledges the sale of real property to the Buyer may have tax consequences to Seller, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

Inspection: The Seller shall permit the Buyer to conduct such inspections of the Property and/or the Seller's remaining property as the Buyer deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

Environmental: During pre-construction due diligence, Buyer shall obtain a Phase I ESA at Buyer's sole expense. If any environmental inspection reveals the presence of contamination or the need to conduct any environmental cleanup, the Seller shall remediate all contamination within the Property to bring it into compliance with all applicable Federal, State or local environmental regulations and to the satisfaction of the Buyer prior to closing. Seller defends, indemnifies, and holds the Buyer and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitees in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Seller's property and any claims or damages in any way relation to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Seller's property.

Possession: The Seller hereby grants to the Buyer, its agents and assignees, Right of Entry to the Property for project related purposes including but not limited to construction. If this Agreement is not acted upon by the Buyer within 90 days of the Seller's acceptance of this Agreement, this Right of Entry shall be terminated immediately and without further act or action. Possession of the Property shall be given to Buyer upon close of escrow and recording of the documents conveying the Property.

Risk of Loss: The Seller shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Property prior to close of escrow and recording of the documents conveying the Property.

No Salvage: The Seller shall not salvage or remove any fixtures, improvements or vegetation located within the Property without prior written approval of the Buyer. Any personal property located on or within the Property must be removed prior to close of escrow.

Broker's Commission: No broker or finder has been used and the Buyer shall owe no brokerage or finder's fee related to this transaction. The Seller has the sole obligation to pay all brokerage or finders fees to any agent employed by Seller.

Survival of Representations and Warranties: All representations and warranties contained in this Agreement shall survive the closing of escrow.

Exhibits: Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

Entire Agreement: This Agreement contains the entire agreement between the Seller and Buyer. All understandings, conversations and communications, oral or written, between Seller and Buyer, or on behalf of either of them, are merged into and superseded by this agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Seller and the Buyer.

Relocation Benefits: The Buyer acknowledges that the Seller may be entitled to relocation benefits pursuant to § 42-3-5 NMSA 1978, of the Relocation Assistance Act.

Binding Effect: This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Seller sells or attempts to sell an interest in any portion of the subject property of which the Property is a part, Seller agrees to tender this Agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

Authority: Buyer represents and warrants that it is a political subdivision of the State of New Mexico duly organized, validly existing under the laws of the State of New Mexico, that it has all the requisite power and authority to execute this Agreement through the signature(s) below, and to perform its obligations hereunder. Seller represents and warrants that it is an entity with the power and authority to execute this Agreement through the signature(s) below, and to perform the obligations hereunder.

Seller accepted this 29 day of March, 20 15.

Eva C. Ortiz
Eva C. Ortiz
Property Owner

Date: _____

Buyer agrees to purchase the above-described property at the price and under the terms and conditions herein set forth.

Buyer accepted this _____ day of _____, 20 _____.

Katherine Miller
Katherine Miller
Santa Fe County Manager

Date: 2.23.15

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney

Date: 2/16/15

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

Date: 2/27/2015

Exhibit "B"

SANTA FE COUNTY – BOARD OF COMMISSIONERS
SUMMARY STATEMENT OF OFFER TO PURCHASE
AND IMPROVEMENT REPORT

This statement shows the basis on which the offer is made.

A. IDENTIFICATION OF OLD SANTA FE TRAIL PROPERTY

The land is identified as: 7250 Old Santa Fe Trail, Santa Fe, NM

APN: UPC 1055095208463000000

Property of: Eva C. Ortiz

B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED Rounded
Fee Interest (sq. ft.) Old Santa Fe Trail Parcel	8,149	\$ 1.4000	\$ 11,450.00
TOTAL JUST COMPENSATION		\$	11,450.00

STATEMENT OF OWNER

I/We have read the Summary Statement of Just Compensation above, and make no representation accepting or rejecting the established just compensation.

- There is one person () living on the ^{subject} property ~~requiring relocation~~. ^{ECB}
- There are no businesses being conducted on the ^{subject} property requiring relocation. ^{ECB}

OWNER SIGNATURE: Eva C. Ortiz

DATE: 3-29-15

Exhibit A-1
Legal Description

PRELIMINARY

Roberto C. and Eva C. Ortiz, Husband & Wife

A tract of land being a portion of the Lands of Roberto C. and Eva C. Ortiz, as said Lands are described in the Warranty Deed filed in the office of the Santa Fe County Clerk on July 1, 1964 in Book 214, Page 524, said lands lying within the Sebastian DeVargas Grant and also within a portion of Lot 2, Section 7, Township 16 North, Range 10 East, New Mexico Principal Meridian, said tract being more particularly described by New Mexico State Plane grid bearings (Central Zone, NAD 83) and horizontal ground distances as follows:

Beginning at a point on the present (2014) westerly right-of-way line of Old Santa Fe Trail, from which the northeasterly corner of the property of the grantor bears N06°27'25"W a distance of 49.21 feet, also from which Meander Corner No. 35 in the easterly boundary line of the Sebastian DeVargas Grant (standard USGLO brass cap stamped "SVG MC35 S7 T16N R10E 1939" found in place) bears S32°16'01"E a distance of 1314.43 feet;

Thence, S06°27'25"E a distance of 250.71 feet along said present westerly right-of-way line to a point of curvature;

Thence, southeasterly a distance of 63.18 feet along said present westerly right-of-way line on a curve to the left, said curve having a radius of 383.07 feet, a central angle of 09°26'59", a chord bearing S11°20'16"E, and a chord distance of 63.11 feet to an angle point, from which the southeasterly corner of the property of the Grantor (3/4" iron pipe found in place) bears S20°54'00"E a distance of 64.61 feet;

Thence, S75°52'21"W a distance of 18.43 feet to an angle point;

Thence, N14°18'14"W a distance of 149.95 feet to an angle point;

Thence, N05°44'56"W a distance of 115.85 feet to an angle point;

Thence, N25°16'10"E a distance of 60.73 feet to the point and place of beginning

Said tract contains 0.1871 Acre (8,149 square feet), more or less.

A. Settlement State

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA	2. ☐ FmHA	3. ☐ Conv Unins	6. File Number 150367	7. Loan Number	8. Mortgage Ins Case Number
4. ☐ VA	5. ☐ Conv Ins.	6. ☐ Seller Finance			

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower The Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico	E. Name & Address of Seller Eva C. Ortiz	F. Name & Address of Lender
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G. Property Location Metes & Bounds, Santa Fe County 7250 Old Santa Fe Trail Santa Fe, NM 87505	H. Settlement Agent Name Southwestern Title and Escrow, Inc. 236 Montezuma Avenue Santa Fe, NM 87501 Tax ID: 85-0422540	I. Settlement Date 8/7/2015 Fund:
	Place of Settlement Southwestern Title and Escrow, Inc. 236 Montezuma Avenue Santa Fe, NM 87501	

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower

101. Contract Sales Price	\$11,450.00
102. Personal Property	
103. Settlement Charges to borrower	\$806.17
104.	
105.	

Adjustments for items paid by seller in advance

106. County property taxes	
107. HOA Dues	
108. Sewer/ Refuse City of Santa Fe	
109.	
110.	
111.	
112.	
113.	
114.	
115.	
116.	

120. Gross Amount Due From Borrower \$12,256.17

200. Amounts Paid By Or in Behalf Of Borrower

201. Deposit or earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204. 2nd Mortgage	
205.	
206.	
207.	
208.	
209.	

Adjustments for items unpaid by seller

210. County property taxes	
211. HOA Dues	
212. Sewer/ Refuse City of Santa Fe	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower \$0.00

300. Cash At Settlement From/To Borrower

301. Gross Amount due from borrower (line 120)	\$12,256.17
302. Less amounts paid by/for borrower (line 220)	\$0.00
303. Cash From Borrower	\$12,256.17

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller

401. Contract Sales Price	\$11,450.00
402. Personal Property	
403.	
404.	
405.	

Adjustments for items paid by seller in advance

406. County property taxes	
407. HOA Dues	
408. Sewer/ Refuse City of Santa Fe	
409.	
410.	
411.	
412.	
413.	
414.	
415.	
416.	

420. Gross Amount Due to Seller \$11,450.00

500. Reductions in Amount Due to Seller

501. Excess Deposit	
502. Settlement Charges to Seller (line 1400)	\$30.00
503. Existing Loan(s) Taken Subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	

Adjustments for items unpaid by seller

510. County property taxes	
511. HOA Dues	
512. Sewer/ Refuse City of Santa Fe	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. Total Reduction Amount Due Seller \$30.00

600. Cash At Settlement To/From Seller

601. Gross Amount due to seller (line 420)	\$11,450.00
602. Less reductions in amt. due seller (line 520)	\$30.00
603. Cash To Seller	\$11,420.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges

700. Total Sales/Broker's Commission based on price			\$11,450.00	@ % = \$0.00	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:						
701.	to					
702.	to	Santa Fe County				
703.	Commission Paid at Settlement				\$0.00	\$0.00
704.	Gross Receipt Tax	to				
705.	Gross Receipt Tax	to				
800. Items Payable in Connection with Loan						
801.	Loan Origination Fee	%	to			
802.	Loan Discount	%	to			
803.	Appraisal Fee		to			
804.	Credit Report		to			
805.	Lender's Inspection Fee		to			
806.	Mortgage Insurance Application		to			
807.	Origination Fee		to			
808.	Flood Certification		to			
809.	Flood Determination		to			
810.	Tax Service Fee		to			
811.	Admin Fee		to			
812.	Doc Prep Fee		to			
813.	Processing Fee		to			
814.	Broker Premium		to			
900. Items Required by Lender To Be Paid in Advance						
901.	Interest from	8/7/2015	to	9/1/2015	@ \$0/day	
902.	Mortgage Insurance Premium for	months	to			
903.	Hazard Insurance Premium for	years	to			
1000. Reserves Deposited With Lender						
1001.	Hazard insurance	months @		per month		
1002.	Mortgage insurance	months @		per month		
1003.	Sewer/ Refuse City of Santa Fe	months @		per month		
1004.	County property taxes	months @		per month		
1005.	HOA Dues	months @		per month		
1006.		months @		per month		
1007.		months @		per month		
1008.		months @		per month		
1011.	Aggregate Adjustment					
1100. Title Charges						
1101.	Settlement or closing fee	to	Southwestern Title and Escrow, Inc.		\$375.00	
1102.	Gross Receipt Tax	to	Southwestern Title and Escrow, Inc.		\$31.17	
1103.	Abstract or Title search	to				
1104.	Base Title Search Fee	to				
1105.	Document preparation	to				
1106.	Notary fees	to				
1107.	Attorney's fees	to				
(includes above items numbers:)						
1108.	Title insurance	to	Southwestern Title and Escrow, Inc.		\$213.00	
(includes above items numbers:)						
1109.	Lender's coverage	\$0.00/\$370.00				
1110.	Owner's coverage	\$11,450.00/\$0.00				
1111.	Mech Lien- Own Pol- filing exp	to	Southwestern Title and Escrow, Inc.		\$25.00	
1112.	Survey Coverage Endorsement		Southwestern Title and Escrow, Inc.		\$32.00	
1113.	Commitment/Binder	to	Southwestern Title and Escrow, Inc.		\$100.00	
1200. Government Recording and Transfer Charges						
1201.	Recording Fees	Deed \$30.00 ; Mortgage ; Rel	to		\$30.00	
1202.	E-Recording Fee	Deed ; Mortgage	to			
1203.	State tax/stamps	Deed ; Mortgage	to			
1204.	Death Certificate	to	Southwestern Title and Escrow, Inc.			\$30.00
1300. Additional Settlement Charges						
1301.	Survey	to				
1302.	Pest Inspection	to				
1303.	Courier & Packaging Servicing Fees	to				
1304.	Property Taxes	to				
1305.	Sewer & Refuse	to				
1306.	Homeowners Association Dues	to				
1307.	Document Printing & Processing Fees	to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$806.17	\$30.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Southwestern Title and Escrow, Inc.
236 Montezuma Avenue
Santa Fe
NM 87501

File No: 150367

Tish F. Trujillo
Escrow Closing Officer
tisht@sftitles.com
direct 505-946-2982
Fax 505-946-2982
www.sftitles.com

In order to prepare for your closing, please complete and return the following information:

Legal name for deed:

Board of County Commissioners of Santa Fe County

Marital Status

Contact telephone no

Email address

Future mailing address

102 Grant Ave., Santa Fe, NM 87501

If you are not attending closing in our office, please indicate the delivery address for the closing documents

VESTING PREFERENCE

- ☐ Joint Tenants (this is a right of survivorship, if either owner dies, the survivor owns all)
- ☐ Tenants in Common (each owning an undivided interest such as one-half each and if an owner dies, his interest goes to his heirs)
- ☐ If married and purchasing separately from your spouse, your spouse will be required to relinquish his/her interest, please state your spouse's legal name

If you are purchasing as an artificial entity, we will need the documents creating that entity, i.e. LLC-Operating Agreement, Articles and Certificate; Trust-Certification of Trust (call us and we will send you the Certification of Trust form)

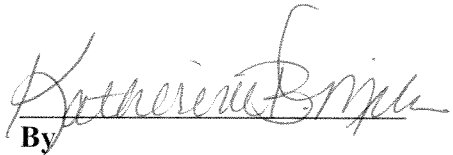
PLEASE ACKNOWLEDGE YOU HAVE BEEN MADE AWARE THAT YOU MAY INCREASE YOUR TITLE POLICY AMOUNT IF YOU ADD IMPROVEMENTS, OR IF THE VALUE OF YOUR PROPERTY INCREASES OVER TIME, BY REQUESTING AN INCREASE IN COVERAGE AND PAYING THE APPLICABLE PREMIUMS. THIS WILL NOT CHANGE THE TERMS OF THE POLICY OTHER THAN THE AMOUNT.

 initial here

Upon the Company's receipt of this signed Notice, it may require that certain information and documents be produced. For example, a survey, inspection, lien waivers, affidavits, financial statements, etc, may be requested. The information requested will vary depending upon what additional coverage you have requested, the insurer's guidelines for issuing such coverage and the particular transaction involved. Providing this information and examining it may extend the length of time needed to close and to prepare your title policy. **TO AVOID DELAYS YOU ARE REQUESTED TO FILL OUT, SIGN AND RETURN THIS NOTICE TO THE COMPANY AS SOON AS POSSIBLE, ESPECIALLY IF YOU WANT ANY OF THE ADDITIONAL COVERAGES.**

If you need further information concerning cost or requirements for obtaining the coverages only, you should call the Company at the telephone number given at the beginning of this Notice. **IF YOU DO NOT UNDERSTAND THE ADDITIONAL COVERAGES, OR WANT TO KNOW IF YOU NEED THESE COVERAGES, YOU ARE ENCOURAGED TO SEEK AN ATTORNEY'S ADVICE. THE CLOSING OFFICER AND THE COMPANY'S PERSONNEL ARE NOT REQUIRED AND MAY NOT BE QUALIFIED TO ANSWER SUCH QUESTIONS.**

The Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico

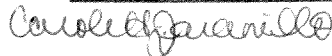
By  Date 6-19-15

Approved as to form

Santa Fe County Attorney

By 

Date: 6-12-15

 6/16/15

Pursuant to the New Mexico Title Insurance Law §59-A-30-4 NMSA 1978, Control and supervision by superintendent and Title Insurance Regulation §13.14.18.10, NMAC, no part of any title insurance commitment, policy or endorsement form may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico Superintendent of Insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico Superintendent of Insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.

File No: 150367

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company

SCHEDULE A

1. Effective Date: **June 4, 2015, 8:00 am**
2. Policy or Policies to be issued: Amount
 - (a) ☒ ALTA Owner's Policy (6-17-06) (NM Form 1): **\$11,450.00**
Proposed Insured: **The Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico**
 - (b) ☐ ALTA Loan Policy (6-17-06) (NM Form 2):
Proposed Insured:
 - (c) ☐ ALTA Construction Loan Policy (10-17-92) (NM Form 3):
Proposed Insured:
 - (d) ☐ ALTA Loan Policy (6-17-06) (NM Form 2):
Proposed Insured:
3. **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by **Roberto C. Ortiz and Eva C. Ortiz, Trustees, or their successors in trust under the Ortiz Living Trust dated December 14, 1999 and any amendments thereto**
4. The land referred to in the Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

Southwestern Title and Escrow, Inc.



By _____
Countersignature Authorized Officer or Agent

TITLE INSURANCE COMMITMENT
BY
Old Republic National Title Insurance Company
SCHEDULE B - SECTION I
REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 1. **Execution and recordation of Warranty Deed from Eva C. Ortiz, as Successor Trustee to the Roberto C. Ortiz and Eva C. Ortiz, Trustees, or their successors in trust under the Ortiz Living Trust dated December 14, 1999 to Santa Fe County, New Mexico.**
- d. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
 1. **Submit copy of Trust Document creating Ortiz Living Trust dated December 14, 1999 and any amendments thereto for examination by the Company. NOTE: Additional requirements may be made upon review of Trust Documentation.**
 2. **Provide fully executed Certification of Trust for the Ortiz Living Trust dated December 14, 1999.**
 3. **If exceptions 1 and 4 are to be deleted from the policy the Company will require Affidavits from the seller and/or insured owner in form satisfactory to the Company.**
 4. **Provide this Company with Survey Affidavit stating that no changes have occurred to or on the subject property since Exhibit A-2 the Right-of-Way Take CN#5111204 - Old Santa Fe Trail..., prepared by Stephen J. Toler, as Job # 2013-015.**

TITLE INSURANCE COMMITMENT

BY

Old Republic National Title Insurance Company**SCHEDULE B - SECTION II****EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. RESERVED
7. Water rights, claims or title to water.
8. RESERVED
9. Taxes for the year **2015**, and thereafter. (See 13.14.5.12 NMAC)
10. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of records the estate or interest or mortgage thereon covered by this commitment.

Exceptions numbered ____ will not appear in the loan policy but will appear in the owner's policy, if any.

11. **Reservations, conditions and exceptions contained in the Patent from The United States of America, dated and recorded in Book G-1 at page 500, records of Santa Fe County, New Mexico, and the acts of Congress under which said patent was issued.**
12. **Title or ownership to all oil, gas, hydrocarbons or minerals of whatever nature, within and underlying the premises together with all mining and drilling rights and other rights, privileges and immunities relating thereto.**

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. Policy form (NM7 or NM34), any policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American Land Title Association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."

Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

Old Republic National Title Insurance Company, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment. This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Southwestern Title & Escrow, Inc.
236 Montezuma Avenue
Santa Fe, NM 87501

Continued on back page

Issued through the Office of

Authorized Signature

Cindy Delbrook

ORT Form 4308

ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

460 Secore Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

E.

President

Attest

Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at: <http://www.alta.org/>

and his heirs and against all and every person and persons
whosoever lawfully claiming or to claim the same, etc. and
will warrant, and by these presents forever defend.

An witness whereof the said party of the first part has
hereunto set his hand and seal the day and year first
above written.

John G. Schumann Esq

Territory of New Mexico,
County of Santa Fe }

Be it Remembered That on
this 8th day of November, A.D. 1900, before me personally appe-
ared John G. Schumann to me well known and known
to me to be the same person whose name is subscribed
to the foregoing indenture and acknowledged that he
executed the same as his free act and deed for the uses
and purposes therein expressed.

An witness whereof I have hereunto set my hand
and Notarial seal the day and year in this Certificate
first above written,

James B. Reed

Notary Public, Santa Fe County, New Mexico
Filed for record this 17th day of Nov, A.D. 1900 at 8 o'clock
A.M. and recorded the same day.

Atanasio Romero
Clerk & Recorder

Potent
of the
Sebastian de Vargas Grant
The United States of America
to
Sebastian de Vargas heirs
or assigns.

The United States of
America,
To all to whom the
presents shall come
Greeting;

Whereas under
the provisions of the
act of Congress, ap-
proved on the third day of March Anno. Domini one

thousand eight hundred and ninety-one entitled
an act to establish a Court of Private Land Claims
and to provide for the settlement of private land
claims in certain States and Territories the private
land claim of Louise G. Purdy and others known
as the Sebastian de Vargas Grant, situate in

the County of Santa Fe in the Territory of New Mexico was presented by petition, by the said Louise J. Purdy and others, for Confirmation to the said Court of Private Land Claims and was duly approved and confirmed by said Court of Private Land Claims at the May (1895), term thereof, the decree of approval and Confirmation being in the words and figures as follows, to wit:

United States of America, vs.
 In the Court of Private Land Claims
 Santa Fe District, May Term, 1895,
 Louise J. Purdy et al
 Versus No. 6,
 United States

This Cause having heretofore come on to be heard upon the pleadings and exhibits therein presented and upon the proofs taken and James H. Purdy Esq. Solicitors for petitioners and M. S. Reynolds the attorney for the United States, having appeared and been heard for the parties hereto respectfully the Court after due deliberation now being sufficiently advised in the premises, orders and adjudges the following findings of facts.

That the Grant of land prayed for by said petitioners in their petition with the boundaries thereof hereinafter described was made in full property as early as the year 1728 to Sebastian de Vargas by Authority of the King of Spain in conformity with the laws of the Kingdom of Spain then in force in the province of New Mexico, and that in pursuance of said grant the said Sebastian de Vargas was thereafter on or about the year 1728 placed in juridical possession of said tract of land situated in what is now the County of Santa Fe with in the Territory of New Mexico.

That the said Sebastian de Vargas and his legal representatives complied with all the lawful conditions of the said grant and have

possession of the said tract of land from the time the said grant was made as aforesaid up to and at the time of the cession of the said Territory of New Mexico to the United States of America by a treaty in the year 1848.

That the petitioners herein are the legal representatives and assigns of said Original grantee, Sebastian de Vargas and have such lawful claim and interest in the said grant of land as gives them, under the provisions of the Act of Congress Constituting this Court a right to apply to the same for a Confirmation of the said tract of land.

and this Court by its its final decree finds that the extent and boundaries of the grant or tract of land so as aforesaid granted to the said Sebastian de Vargas are as follows:

On the North, the Alto of the Chamizo Arroyo on the South, the road from the Pecos Pueblo to the Comilla on the East the old road from Vapita Fe to the Pecos Pueblo in part, and in part by the Cerros Negros (Black Hills) also called Sierras Prietas, and on the west by the road from Santa Fe to the Pueblo of Galisteo also called the Camino en Medio and as to all that part of the grant which was claimed by the said petitioner in their said petition as a part of the grant made to the said Sebastian de Vargas which said tract lies west of the said Camino en Medio the same are hereby rejected.

It is therefore ordered adjudged and decreed by this Court, that the said grant of land described as aforesaid and lying east of the said Camino en Medio was and is a perfect grant and valid claim against the United States of America and it is further ordered, adjudged and decreed that the said grant of land as last above described and defined and the title and claim thereon be and the same is hereby confirmed to the legal representatives and assigns of the said Sebastian de Vargas and to their heirs and

assigns forever provided however, that this Confirmation shall not confer any right or title to any Gold Silver or Sulphur Silver Mines, or Minerals which may be found upon the said tract of land.

(Signed) Joseph R. Reed
Chief Justice

I the undersigned Clerk of the United States Court of Private Land Claims do hereby certify that the above and foregoing is a full true and correct Copy of the Original decree of Confirmation in the above entitled Cause as the same remains of record in my office which said decree of Confirmation has become final.

In Testimony whereof I have hereunto subscribed my name, and affixed the seal of said Court at Santa Fe, New Mexico, this 15th day of January A. D. 1896.

James H. Reeder, Clerk
By Ignacio L. Charis,
Deputy

And whereas there has been deposited in the General Land Office of the United States a return with the descriptive notes and plat of the Survey of said Claim, Confirmed as aforesaid and authenticated by the signature of the United States Surveyor General for the Territory of New Mexico, which said Survey and field notes thereof were duly approved by the Court of Private Land Claims on the Twenty-third day of August, Anno Domini one thousand eight hundred and ninety nine, with the reservations contained in said order, and

^{Taken} are in the words and figures as follows, to wit: Proceed to the junction of the road from the Pecos Pueblo to the Cornudas and the road from Santa Fe to the Pueblo of Galisteo, also called the Cammino en medio, where is established the Northwest and beginning Corner of the Survey of this tract, a granite stone fifteen by ten by five inches, ten inches in the ground for said Northwest, and beginning Corner,

marked D. W. & Beg. Cor 1. on side facing grant.

A Pinon eight inches in diameter, bears North thirty seven degrees west, two hundred and fifty-nine links distant marked V. O. D. W. & Beg. Cor B. I.

A pinon six inches in diameter, bears North thirty four degrees, forty-five minutes east, one hundred and nine links distant marked V. O. D. W. & Beg. Cor B. I.

Said North west and beginning corner is in Latitude thirty five degrees thirty three minutes North. Longitude one hundred and five degrees, fifty seven minutes thirty seconds west.

South Boundary:

From the South west and beginning corner just described on the South boundary of said grant, Along the Pecos and Comellas road.

North eighty one degrees forty-five minutes east, South boundary, first mile.

One chain and forty seven links intersect section line between sections one and two, Township fifteen North, Range Nine East, Twenty two chains and thirty seven links South of the quarter section corner a granite stone for closing corner, marked V. O. on west face C. C. on fire grazes on the South and one groove on the east face.

A cedar eight inches in diameter bears South twelve degrees twenty minutes west twenty eight links distant marked C. C. I. 15 N. 9 E. S2 B. I.

A cedar eight inches in diameter, bears North sixty-one degrees fifty minutes east, sixty two links distant, marked V. O. C. C. B. I.

Twenty-two chains and fifty links a granite stone for meander corner number one, marked ^{S2} on side facing grant.

A Pinon eight inches in diameter bears South eighty-two degrees twenty-three minutes east forty nine links distant marked V. O. M. C. 1 B. I.

A pinon eight inches in diameter bears South

Seventy degrees, thirty minutes east eighty seven links distant marked V.D.M. & 18.

North eighty-eight degrees fifteen minutes east,

Forty-four chains a granite stone for meander corner number two, marked $\frac{18}{m}$ on side facing grant.

A pinon eight inches in diameter bears south eighty-five degrees twenty minutes east, one hundred and two links distant marked V.D.M. & 2, B.T.

A pinon six inches in diameter bears north seventy degrees fifteen minutes west eighty-two links distant marked V.D.M. & 2 B.T.

South seventy-eight degrees forty-five minutes east, Thirteen chains and fifty links a granite stone for one mile corner marked $\frac{18}{m}$ on side facing grant.

A pinon five inches in diameter bears north forty-four degrees thirty five minutes west one hundred and thirty-one links distant, marked V.D. 1m B.T.

A pinon nine inches in diameter bears south twenty seven degrees fifty-two minutes west one hundred and forty five links distant marked V.D. 1m B.T.

Thence south twenty eight degrees, forty five minutes east on second mile.

Sixty one links intersect the Range line between Ranges nine and ten east Township fifteen north ten chains and thirty one links north of the corner to sections one, six seven and twelve.

A granite stone for closing corner marked V.D. on north face, with five grooves on the south and one groove on the north faces.

A pinon eight inches in diameter bears south five degrees east one hundred and forty six links distant marked C.T. 15 N. & 10 E. & 6 B.T.

A pinon nine inches in diameter bears south thirty seven degrees, thirty minutes west one hundred and seventy three links distant,

Marked OCT 15 A. R. 9 C. 3 B. T.

Seven chains and sixty one links a granite stone for Meander Corner Number Three Marked ^{S. N.} M. C. 3 on side facing grant.

A Pinon twelve inches in diameter bears North Sixty Seven degrees twenty five minutes west one hundred and nineteen links distant Marked S. N. M. C. 3 B. T.

A Pinon seven inches in diameter bears South Six degrees forty five minutes west one hundred and eighty five links distant Marked S. N. M. C. 3 B. T.

North Eighty one degrees fifteen minutes east, Three chains and forty three links road bears North and South.

Four chains and fifty seven links center of the Atchison Topeka and Santa Fe railroad bears North and South, Twenty six chains a granite stone for Meander Corner Number four Marked ^{S. N.} M. C. 4 on side facing grant.

A cedar eleven inches in diameter bears North thirty three degrees fifty two minutes west one hundred and five links distant Marked S. N. M. C. 4 B. T.

A Pinon eight inches in diameter bears North Sixty Seven degrees forty two minutes west one hundred and sixty six links distant Marked S. N. M. C. 4 B. T.

South Seventy six degrees thirty minutes east, Twelve chains a granite stone for Meander Corner Number five Marked ^{S. N.} M. C. 5 on side facing grant.

A Pinon five inches in diameter bears South nineteen degrees eighteen minutes west thirty nine links distant Marked S. N. M. C. 5 B. T.

A Pinon fourteen inches in diameter bears North fifty nine degrees fifty five minutes west forty four links distant Marked S. N. M. C. 5 B. T.

North eighty eight degrees forty five minutes east, Twenty two chains a granite stone for Meander Corner Number six Marked ^{S. N.} M. C. 6 on side facing grant.

A Pinon ten inches in diameter bears North six degrees forty five minutes west one hundred

and thirty links distant marked S.D. M.C. 6 B.T.

A Pinon seven inches in diameter bears south forty nine degrees eighteen minutes east one hundred and seven links distant marked S.D. M.C. 6 B.T.

North eighty four degrees east Twelve chains a granite stone for Meander Corner Number seven marked ^{S.D.} M.C. 7 on side facing grant.

A Pinon six inches in diameter bears north sixty two degrees fifteen minutes west forty six links distant marked S.D. M.C. 7 B.T.

A Pinon four inches in diameter bears north eleven minutes east, one hundred and fifty links distant marked S.D. M.C. 7 B.T.

North eighty three degrees thirty minutes east,

Thirty nine links a granite stone for two mile corner marked ^{S.D.} 2m. on side facing grant.

A Pinon six inches in diameter bears south thirty degrees fifteen minutes east forty links distant marked S.D. 2m B.T.

A cedar five inches in diameter bears north twelve degrees forty five minutes west thirty five links distant marked S.D. 2m. B.T.

Thence north eighty three degrees thirty minutes east on third mile.

Two chains and fifty eight links intersect section line between sections five and six Township fifteen north, Range ten east twenty nine chains and thirty two links south of quarter section corner a granite stone for closing corner marked S.D. and north C.C. with five grooves on south and five grooves on east faces.

A Pinon eight inches in diameter bears south eighteen degrees nineteen minutes west seventy seven links distant marked C.C. T 15 N. R. 10 E. S. 6 B.T.

A Pinon five inches in diameter bears south sixty six degrees west, one hundred and eleven links distant, marked C.C. T 15 N. R. 10 E. S. 6 B.T. Thirty two chains and sixty one links a granite stone for Meander Corner number eight marked ^{S.D.} M.C. 8 on side,

faciny grant,

A Pinon six inches in diameter bears South four degrees thirty minutes east, one hundred and twelve links distant Marked A.D. M. C. 8 B.T.

A cedar eight inches in diameter bears North sixty five degrees, nineteen minutes west one hundred and fifty six links distant Marked A.D. M. C. 8 B.T.

North eighty-seven degrees, fifteen minutes east, nine chains a granite stone for Meander Corner Number nine Marked ^{me.9} on side facing grant.

A Pinon five inches in diameter bears South three degrees, fifteen minutes east seventy links distant Marked A.D. M. C. 9 B.T.

A Pinon five inches in diameter bears North thirteen degrees, thirty minutes west one hundred and forty five links distant Marked A.D. M. C. 9 B.T.

South Seventy-six degrees, fifteen minutes east, Fourteen chains a granite stone for Meander Corner Number ten, Marked ^{me.10} on side facing grant.

A cedar eight inches in diameter bears South one degree fifteen minutes east one hundred and two links distant Marked A.D. M. C. 10 B.T.

A cedar seven inches in diameter bears North twenty nine degrees, fifteen minutes east ninety two links distant, Marked A.D. M. C. 10 B.T.

South Sixty-one degrees thirty minutes east six chains and fifty links a granite stone for Meander Corner Number eleven Marked ^{me.11} on side facing grant.

A cedar ten inches in diameter bears North fifty-seven degrees forty-three minutes east fifty-five links distant Marked A.D. M. C. 11 B.T.

A Pinon ten inches in diameter bears South seventy three degrees twenty-two minutes west seventy four links distant Marked A.D. M. C. 11 B.T.

South eighty eight degrees thirty minutes east nine chains and eighty links a granite stone for Meander Corner Number twelve Marked

^{1st}
N.C. 12 on side facing grant.

A cedar seven inches in diameter bears north sixty five degrees forty five minutes east twenty nine links distant marked S.W. M.C. 12 B.T.

A Pinon eight inches in diameter bears north fifteen degrees thirty minutes east, fifty nine links distant, marked S.W. M.C. 12 B.T.

North fifty-seven degrees thirty minutes east two chains house bears north west, ninety links distant.

Eight chains and nine links a granite stone for three mile corner, marked ^{S.W.} 3m. on side facing grant.

A Pinon eight inches in diameter bears north seventeen degrees east seventy nine links distant marked S.W. 3m. B.T.

A Pinon six inches in diameter bears north sixty four degrees thirty minutes west, one hundred and five links distant marked S.W. 3m. B.T.

Thence north fifty seven degrees thirty minutes east on fourth mile.

One chain and ninety one links a granite stone for meander corner number thirteen marked ^{S.W.} 13. on side facing grant.

A Pinon eight inches in diameter bears north seventeen degrees thirty five minutes west seventy links distant marked S.W. M.C. 13 B.T.

A Pinon eight inches in diameter, bears north five minutes west one hundred and twenty links distant marked S.W. M.C. 13 B.T.

North sixty-one degrees thirty minutes east.

Three chains and nine links, intersect the section line between sections four and five Township fifteen north Range ten east twenty four chains and eighty links south of the quarter section corner a granite stone for closing corner marked S.W. on North C.C. with five grooves on the south and four grooves on east faces.

A Pinon fourteen inches in diameter bears south forty-one degrees forty-two minutes east two hundred and twelve links distant marked C.C. T 15 R. 10 E. S. 4 B.T.

a cedar seven inches in diameter bears south sixty four degrees forty-two minutes east two hundred and nine links distant marked C. C. T 15 N. 9. 10 E. S. 4 B. T.

Seventeen chains and sixty links, road bears north. Eighteen chains a granite stone for meander corner number fourteen marked ^{S. 2} M. C. 14 on side facing grant.

A cedar five inches in diameter bears north twenty four degrees fifty minutes east, eighty-five links distant marked V. D. M. C. 14 B. T.

A cedar twelve inches in diameter bears south sixty two degrees five minutes east ninety-five links distant marked V. D. M. C. 14 B. T.

This corner is in latitude thirty five degrees thirty three minutes north.

North fifty-four degrees, forty-five minutes east.

nine chains a granite stone for meander corner number fifteen, marked M. C. 15 on side facing grant.

A Pinon sixteen inches in diameter bears south seventy-one degrees twelve minutes east ninety three links distant marked V. D. M. C. 15 B. T.

A cedar six inches in diameter bears north sixty three degrees thirty minutes west seventy six links distant marked V. D. M. C. 15 B. T.

North sixty five degrees thirty minutes east. Eleven chains a granite stone for meander corner number sixteen marked ^{S. 2} M. C. 16 on side facing grant.

A Pinon ten inches in diameter bears south forty-one degrees eleven minutes west forty four links distant marked V. D. M. C. 16 B. T.

A cedar seven inches in diameter bears south twelve degrees fifteen minutes west fifty links distant, marked V. D. M. C. 16 B. T.

North fifty one degrees east.

Thirteen chains a granite stone for meander corner number seventeen marked ^{S. 2} M. C. 17 on side

facing grant

A Piñon eighteen inches in diameter bears south eight degrees, thirty, three minutes east seventy five links distant marked $\frac{S.P.}{N.V.}$ M.C. 17 B.T.

A cedar eight inches in diameter bears north six degrees five minutes west sixty nine links distant marked $\frac{S.P.}{N.V.}$ M.C. 17 B.T.

North seventy-one degrees east ten chains a granite stone for Meander Corner Number eighteen marked $\frac{S.P.}{N.V.}$ on side facing grant.

A Piñon ten inches in diameter bears south seven degrees six minutes west, seventy seven links distant marked $\frac{S.P.}{N.V.}$ M.C. 18 B.T.

A piñon sixteen inches in diameter, bears south thirty-four degrees-fifteen minutes east one hundred and twelve links distant marked $\frac{S.P.}{N.V.}$ M.C. 18 B.T.

North eighty-four degrees east eight chains a granite stone for Meander Corner Number nineteen marked $\frac{S.P.}{N.V.}$ on side facing grant.

A cedar seven inches in diameter bears south forty minutes west seventy-seven links distant, marked $\frac{S.P.}{N.V.}$ M.C. 19 B.T.

A Piñon seven inches in diameter, bears south sixty two degrees, twenty-five minutes east, one hundred and twenty three links distant, marked $\frac{S.P.}{N.V.}$ M.C. 19 B.T.

North seventy nine degrees fifteen minutes east, eight chains a granite stone for Meander Corner Number twenty, marked $\frac{S.P.}{N.V.}$ M.C. 20 on side facing grant.

A piñon eight inches in diameter bears north seventeen degrees, thirty-eight minutes east, one hundred and nineteen links distant marked $\frac{S.P.}{N.V.}$ M.C. 20 B.T.

A Piñon five inches in diameter, bears north nine degrees, fifty-two minutes west one hundred and forty seven links distant marked $\frac{S.P.}{N.V.}$ M.C. 20 B.T.

South seventy one degrees forty-five minutes east, one chain and nine links a granite stone for four miles Corner marked $\frac{S.P.}{N.V.}$ on side facing grant.

A Piñon eight inches in diameter bears north two

degrees three minutes east one hundred links distant marked
S. V. 4 M. B. T.

A Piñon five inches in diameter, bears North thirty-five
degrees forty-five minutes east eighty-nine links distant
marked S. V. 4 M. B. T.

Thence North Seventy-one degrees forty-five minutes east
on fifth mile.

Nine chains and twenty-two links a granite stone for
meander corner number twenty-one marked ^{S.V.} M. C. 21 on side
facing grant.

A piñon five inches in diameter bears North sixty
six degrees, eleven minutes west fifty links distant
marked S. V. M. C. 21 B. T.

A piñon eleven inches in diameter bears North thirty
six degrees-five minutes west fifty-seven links distant
marked S. V. M. C. 21 B. T.

South eighty-six degrees, fifteen minutes east,
Three chains and twenty-three links interest Section
line between sections three and four Township
fifteen North Range ten east two chains South of the quar-
ter section corner, a granite stone for closing corner
marked S. V. on North E. C. with five grooves on South
and three grooves on east faces.

A cedar five inches in diameter, bears North eighty
three degrees west ninety-four links distant, marked
S. V. C. C. B. T.

A cedar six inches in diameter, bears North fifty-one
degrees thirty minutes east eighty-four links distant
marked S. V. C. C. B. T.

Seven chains and twenty-three links a granite stone for
meander corner number twenty-two marked ^{S.V.} M. C. 22
on side facing grant.

A Piñon six inches in diameter, bears North sixty
degrees, thirteen minutes east, ninety-seven links
distant, marked S. V. M. C. 22 B. T.

A Piñon six inches in diameter bears North twenty
degrees thirty minutes west, one hundred and thirty
two links distant, marked S. V. M. C. 22 B. T.

North Seventy-four degrees east.

Ten chains, a granite stone for meander corner

Number twenty-three marked ^{S.D.} M.C. 23 on side facing grant,
A cedar eight inches in diameter, bears south fifty four
degrees thirty-six minutes east seventy one links distant
marked V.D. M.C. 23 B.T.

A cedar seven inches in diameter, bears north fifty
four degrees forty-one minutes west, seventy two links
distant marked V.D. M.C. 23 B.T.

North eighty-six degrees thirty minutes east.

Seven chains a granite stone for Meander Corner
number twenty-four marked ^{S.D.} M.C. 24 on side facing grant,
A Pinon eight inches in diameter bears south five
degrees forty-three minutes east thirty three links
distant marked V.D. M.C. 24 B.T.

A Pinon four inches in diameter bears north seventy
seven degrees, fifteen minutes east twenty-two links
distant marked V.D. M.C. 24 B.T.

North sixty-four degrees thirty minutes east.

Six chains a granite stone for Meander Corner number
twenty-five, marked ^{S.D.} M.C. 25 on side facing grant.

A Pinon eight inches in diameter, bears south eight
eight degrees twelve minutes east, ninety-five links dis-
tant marked V.D. M.C. 25 B.T.

A Pinon ten inches in diameter bears south
thirty-seven degrees east, ninety three links distant
marked V.D. M.C. 25 B.T.

South seventy-eight degrees forty-five minutes east
four chains, intersect north boundary of the
Casas de los Alamos grant three chains and
fourteen links south eighty five degrees, fifteen
minutes east, from its Meander Corner number
fourteen a granite stone for closing corner, marked
P. 1 at point of intersection V.D. on North and C. de A.
on South faces.

A Pinon ten inches in diameter bears south
fifty degrees forty-five minutes west ninety
eight links distant, marked V.D. C.C. B.T.

A cedar sixteen inches in diameter bears
south twenty-two degrees twenty minutes west
seventy-five links distant, marked V.D. C.C. B.T.
nine chains and forty links a granite stone

for Meander Corner (Number Twenty-six) marked $\frac{S. 20}{N. 26}$ on side facing grant, Mound of Stone Covered with earth North of Corner.

South eighty-four degrees, thirty minutes east.

Thirteen Chains a granite Stone for Meander Corner Number Twenty Seven marked $\frac{S. 20}{N. 27}$ on side facing grant, Mound of Stone Covered with earth North of Corner.

North eighty-three degrees, fifteen minutes east.

Five Chains and twenty-one links intersect the North boundary of the Canadade los Alamos grant, one Chain and fifty-one links North eighty-five degrees fifteen minutes west from the Meander Corner Number Thirteen, a granite Stone for Closing Corner, marked P. I at point of intersection N.D., on North and C. de A. on South faces.

A Pinon five inches in diameter bears South twelve degrees forty-nine minutes east sixteen links distant marked A. D. C. C. B. T.

A Pinon four inches in diameter bears North forty four degrees forty minutes west twenty-five links distant marked A. N. C. C. B. T.

Seven Chains a granite Stone for Meander Corner Number Twenty-eight, marked $\frac{S. 20}{N. 28}$ on side facing grant, Mound of Stone Covered with earth North of Corner.

South eighty-eight degrees, forty-five minutes east.

Ten Chains point opposite the South end of the top or ridge of the Cerros Negros where is established the South east Corner of this grant, a granite Stone twenty-three by fourteen by ten inches eighteen inches in the ground for said Southeast Corner marked S. E. on North West face.

A pine fourteen inches in diameter bears North forty degrees, thirty minutes east one hundred and fifty links distant, marked A. N. S. E. C. B. T.

A cedar six inches in diameter bears South forty-two degrees fifty-two minutes east seventy-nine links distant marked A. D. S. E. C. B. T.

This forms the South boundary of said grant.

From the South east Corner just described thence

along the east boundary of the grant over Meander corner
land ascending on the ridge of the corner beyond North
Twenty degrees thirty minutes west on east boundary for
miles.

Here chains a granite Stone for Meander Corner
Number one, Marked $\frac{S.N.}{M.C.1}$ on side facing grant
A Pinon six inches in diameter bears North forty-five
degrees west fifty-nine links distant Marked S. N. M. C.
1 B. T.

A Pinon seven inches in diameter bears North three
degrees forty-three minutes west four links distant
Marked S. N. M. C. 1 B. T.

Thence North.

Twenty-two chains a granite Stone for Meander
Corner Number two, Marked $\frac{S.N.}{M.C.2}$ on side facing grant.

A cedar eighteen inches in diameter bears North five
degrees twenty-five minutes west thirty links distant
Marked S. N. M. C. 2 B. T.

A cedar twelve inches in diameter bears South fifty
one degrees fifteen minutes west eighty-four links distant
Marked S. N. M. C. 2 B. T.

North Seventy three degrees west.

Twelve chains and eighty links, road bears North
and South.

Eighteen chains, top of peak Granite Stone for Me-
ander Corner Number three Marked $\frac{S.N.}{M.C.3}$ on side
facing grant.

A Pinon eight inches in diameter bears South
eighty eight degrees thirty minutes west thirty-one
links distant Marked S. N. M. C. 3 B. T.

A Pinon seven inches in diameter bears South
twenty-five degrees, twenty-three minutes west forty
nine links distant Marked S. N. M. C. 3 B. T.

North fifteen degrees, forty-five minutes west,
Ten links, leave peak and descend.

four chains, on ridge.

four chains and seventy links Prospect hole
ten links east.

Seven chains and thirty links a granite
Stone for Meander Corner four Marked $\frac{S.N.}{M.C.4}$ on

side facing grant.

A Piñon six inches in diameter bears North thirty three degrees thirty minutes west forty four links distant marked A. D. M. C. 4 B. T.

A. Piñon eleven inches in diameter bears South eighty degrees, twenty-five minutes east twenty two links distant marked A. D. M. C. 4 B. T.

North thirty-six degrees east

Quincy links intersect township line between sections three and thirty-four Township fifteen and sixteen North Range ten east two chains and fifty links east of the quarter section corner a granite stone for closing corner marked C. C. with three grooves on east face and A. C. with three grooves on west face

A Piñon five inches in diameter bears North eighty degrees thirty minutes west thirty-six links distant marked A. D. C. C. B. T.

A Piñon six inches in diameter bears South eighty-four degrees, ten minutes east, fifteen links distant marked C. C. T. 15 B. R. 108 S. 3 B. T. ~~Line~~

Twenty three chains and seventy links a granite stone for one side corner marked $\frac{A. D.}{T. M.}$ on side facing grant.

A Piñon nine inches in diameter bears North thirty degrees, twenty-three minutes east thirty three links distant marked A. D. 1 M. B. T.

A Piñon seven inches in diameter bears North thirteen degrees twenty minutes west, forty three links distant marked A. D. I. C. B. T.

Thence North thirty six degrees west on second mile, six chains and thirty links a granite stone for meander corner number five marked M. C. 5 on side facing grant.

A Pine twelve inches in diameter bears South seventy three degrees forty four minutes east thirty five links distant marked A. D. M. C. 5 B. T.

A pine fifteen inches in diameter bears South seventy one degrees, ten minutes east twenty nine links distant marked A. D. M. C. 5 B. T.

North thirty-one degrees west

Sixteen chains, ascend peak bears North east and

North west,

Thirty-six Chains top of peak a rock in place level with surface for Meander Corner Number Six chisel + at exact point for Corner. A granite stone in a mound a stone over the cross marked ^{S.D.} M.C. 6 on side facing grant.

A pinon eight inches in diameter, bears south fifty eight degrees west twenty seven links distant marked S.D. M. C. 6 B.T.

A pinon five inches in diameter bears south twenty one degrees fifty-five minutes east twenty-nine links distant marked S.D. M. C. 6 B.T.

North thirty-three degrees fifteen minutes west, fourteen chains and thirty-five links intersect the section line between sections thirty three and thirty four Township sixteen North Range ten east fourteen chains and twenty three links south of the corner to sections twenty seven twenty-eight, thirty three and thirty four a granite stone closing corner marked C.C. on north face with one groove on south and three grooves on east faces and S.D. on west face mound of stone covered with earth west of corner.

Twenty-one chains and fifty links on ridge, a granite stone for Meander.

Corner Number seven, marked ^{S.D.} M.C. 7 on side facing grant.

A cedar fourteen inches in diameter bears north nineteen degrees forty five minutes west forty links distant marked S.D. M. C. 7 B.T.

A cedar ten inches in diameter bears south fifty four degrees thirty-eight minutes east twenty-two links distant marked S.D. M. C. 7 B.T.

North twenty-two degrees east.

Eight chains and ninety links intersect the section line between sections twenty eight and thirty three Township sixteen North Range ten east fifty nine links west of the corner to sections twenty seven, twenty eight, thirty three and thirty four a granite stone for closing corner and Meander.

Corner Number eight (Marked ^{N.D.} M.C. 8 on side facing grant, C.C. with three grooves on east face and one groove on south face)

A Pinon four inches in diameter bears south forty five minutes west sixty-seven links distant Marked C.C. T 16 h. R. 10 E. S. 33 B.T.

A Pinon four inches in diameter bears south thirty two degrees west, fifty links distant Marked d. O. M. C. & C. B.T.

North eight degrees, forty five minutes west seven chains and thirty links a granite stone for two mile corner Marked ^{N.D.} 2 M. on side facing grant.

A Pinon twelve inches in diameter bears north eighteen degrees, ten minutes east sixty-six links distant Marked N.D. 2 M. B.T.

A Pinon five inches in diameter bears north twenty three degrees fifty-four minutes west eighty links distant, Marked N.D. 2 M. B.T.

This Corner is in latitude thirty five degrees thirty five minutes North.

Thence North eight degrees forty five minutes west on third mile.

Eleven Chains and seventy links a granite stone for Meander Corner Number nine. Marked M.C. 9 on side facing grant.

A Pinon six inches in diameter bears south sixteen degrees east twenty-one links distant Marked N.D. M. C. 9 B.T.

A Pinon eight inches in diameter bears north fifty three degrees fifteen minutes east thirty four links distant Marked N.D. M. C. 9 B.T.

North sixty-one degrees, forty five minutes west, five chains, ascend peak bears North east and South west.

Twenty-two chains top of peak bears North east and South west.

Twenty-three chains a granite stone in a mound of stone for Meander Corner Number ten, Marked M.C. 10 on side facing grant.

A Pinon eight inches in diameter bears North Seventy seven degrees, thirty minutes west, Seventeen links distant Marked $\frac{S.V.}{m.c.10}$ B.T.

A Pinon five inches in diameter bears South thirty-one degrees west twenty six links distant Marked $\frac{S.V.}{m.c.10}$ B.T.

North Twenty-three degrees west,
✓ Eleven chains descent from peak bears Northeast and Southwest.

Sixteen chains. on ridge a granite stone for Meander corner number eleven. Marked $\frac{S.V.}{m.c.11}$ on side facing grant. A pine ten inches in diameter, bears South five degrees West, Twenty-eight links distant, marked $\frac{S.V.}{m.c.11}$ B.T.

A. pinon seven inches in diameter bears North forty one degrees, fifteen minutes east, nine links distant, marked $\frac{S.V.}{m.c.11}$ B.T.

North nine degrees fifteen minutes West, Eighteen chains, a granite stone for Meander corner number twelve, marked $\frac{S.V.}{m.c.12}$ on side facing grant.

A Pinon four inches in diameter bears South sixty-nine degrees fifteen minutes west forty seven links distant, marked $\frac{S.V.}{m.c.12}$ B.T.

A Pinon four inches in diameter bears North fourteen degrees forty five minutes east forty two links distant marked $\frac{S.V.}{m.c.12}$ B.T.

North fifty-eight degrees fifteen minutes west, Four chains a granite stone for Meander corner number thirteen marked $\frac{S.V.}{m.c.13}$ on side facing grant.

A Pinon four inches in diameter bears South nine degrees thirty minutes east, twenty two links distant Marked $\frac{S.V.}{m.c.13}$ B.T.

A pine fourteen inches in diameter bears North fifty-two minutes west one hundred and nineteen links distant marked $\frac{S.V.}{m.c.13}$ B.T.

North twenty degrees thirty minutes east seven chains and thirty links, a granite stone for three mile corner, marked $\frac{S.V.}{m.c.13}$ on side facing grant.

A Pine eight inches in diameter bears South

Twenty nine degrees twenty minutes west twenty three links distant, Marked A.D. 3 M.B.T.

A Pine twenty inches in diameter bears north two degrees twenty minutes east, ninety nine links distant Marked A.D. 3 M.B.T.

Thence north twenty degrees thirty minutes east on fourth mile.

One chain and ten links a granite stone for meander corner number fourteen, marked M.C. 14 on side facing grant.

A Pine seventeen inches in diameter bears south forty degrees, ten minutes east thirty one links distant marked A.D. M.C. 14 B.T.

A Pine eighteen inches in diameter bears south eighty degrees thirty minutes east seventy two links distant marked A.D. M.C.

North fifty-four degrees fifteen minutes west fifteen chains and eighty-three links intersect the section line between sections twenty-one and twenty-eight township fifteen and range ten east, six chains and seventy six links west of the quarter section corner a granite stone for closing corner marked A.D. on side facing grant C.C. with four grooves on east and two grooves on south faces.

A Pine twenty six inches in diameter bears south nine degrees, thirty minutes west twenty seven links distant marked A.D. C.C. B.T.

A cedar ten inches in diameter bears north fifty two degrees fifteen minutes east.

Thirteen links distant marked C.C. T 10 Ch. 9 10.8 & 12 B.T. nineteen chains a granite stone for meander corner number fifteen marked M.C. 15 on side facing grant.

A Pine twenty two inches in diameter bears north ten degrees, five minutes west eighty-five links distant, marked A.D. M.C. 15 B.T.

A Pinon five inches in diameter bears north thirty-five degrees east, eighty-two links distant marked A.D. M.C. 5 B.T.

North eighty-four degrees, forty-five minutes west

Ten chains a granite Stone, for Meander Corner Number sixteen Marked ^{S.P.} M.C. 16 on side facing grant.

A Pinon four inches in diameter bears South thirty degrees, thirty minutes west seventy eight links distant Marked ^{S.P.} D. B. M. C. 16 B.T.

A Pinon four inches in diameter bears South sixty eight degrees nine minutes east twenty five links distant Marked ^{S.P.} D. B. M. C. 16 B.T.

South forty-three degrees fifteen minutes west eight chains, a granite Stone for Meander Corner Number seventeen Marked ^{S.P.} M.C. 17 on side facing grant.

A Pinon four inches in diameter bears South forty eight degrees forty eight minutes west thirty seven links distant Marked ^{S.P.} D. B. M. C. 17 B.T.

A Pinon four inches in diameter bears South forty-two degrees forty three minutes east sixty nine links distant Marked ^{S.P.} D. B. M. C. 17 B.T.

South eighty seven degrees, fifteen minutes west ascend peak sections twenty and twenty one Township Sixteen North, Range ten east seven chains and seventy five links North of the corner to sections twenty, twenty-one twenty eight and twenty nine a Sand Stone in a Mound of Stone for Closing Corner and Meander Corner Number eighteen Marked ^{S.P.} M.C. 18 on side facing grant C. C. with three grooves on south and four grooves on east face.

A Pinon five inches in diameter bears North thirty seven degrees, fifteen minutes west thirty nine links distant, Marked ^{S.P.} C. C. T. 16 A. P. 10 S. 20 B.T.

A Pinon six inches in diameter bears South seventy-one degrees fourteen minutes east seven, six links distant, Marked ^{S.P.} D. B. C. C. B.T.

North forty three degrees thirty minutes west five chains and fifty links a granite Stone in a Mound of Stone for Meander Corner Number nineteen Marked ^{S.P.} M.C. 19 on side facing grant.

A Pinon five inches in diameter bears South forty-nine degrees, fifteen minutes east sixty links distant Marked ^{S.P.} D. B. M. C. 19 B.T.

A Pinon six inches in diameter bears

Seventy, seven degrees, thirty minutes east, sixty one links distant, marked S.V.M., C. 19 B. T.

North eleven degrees fifteen minutes West. Five chains, descend North slope, of peak Twenty chains and forty links, a granite stone in a mound of stone for four mile corner, marked $\frac{S.V.}{H.M.}$ on side facing grant.

a pinon four inches in diameter bears North forty five degrees, twelve minutes West, twenty three links distant, marked S.V.H.M., B. T.

A pinon six inches in diameter bears South sixty degrees, thirty minutes east, fifty nine links distant, marked S.V.H.M., B. T.

thence North eleven degrees fifteen minutes West on fifth mile.

thirteen chains and sixty links, a sandstone in a mound of stone for Meander corner Number twenty marked $\frac{S.V.}{M.C. 20}$ on side facing grant

a pine sixteen inches in diameter bears North twenty five degrees east twenty on links, distant marked A.D. M.C. 20 B. T.

A pine five inches in diameter bears North seventy five degrees forty-five minutes west twenty four links distant marked A.D. M.C. 20 B. T.

Foot of peak bears east and west.

North fourteen degrees forty five minutes east five chains and seventy five links, Arroyo two chains wide Course south west.

Twenty-one chains and eighty links, road from Pecos to Santa Fe, bears North west and South east a granite stone for Meander Corner Number twenty one marked $\frac{S.V.}{M.C. 21}$ on side facing grant. Mound of stone covered with earth west of corner.

North fifty degrees west.

Along the road from Pecos to Santa Fe Ten chain road bears South.

eleven chains a granite stone for Meander corner Number twenty two marked $\frac{S.V.}{M.C. 22}$ on side facing grant. Mound of stone covered with earth west of corner

North thirty degrees west.

Nine chains and sixteen links intersects the section line between sections seventeen and twenty-four township section north range ten east eighteen chains west of the corner to sections sixteen seventeen twenty and twenty one a granite stone for Acorn corner and Meander corner number twenty three marked $\frac{2.0}{m.c.23}$ on side facing grant C.C. with four grooves on the east and three grooves on south faces mound of stone covered with earth east of corner north forty three degrees west.

Sixteen chains a granite stone for Meander corner number twenty-four marked $\frac{2.0}{m.c.24}$ on side facing grant raised a mound of stone covered with earth west of corner.

North thirty-six degrees thirty minutes west.

Eight chains and forty-four links a granite stone for five miles corner marked $\frac{5.0}{m.c.}$ on side facing grant mound of stone covered with earth west of corner.

Thence north thirty-six degrees thirty minutes west on sixth mile.

Seven chains and fifty-six links a granite stone for Meander corner number twenty-five marked $\frac{2.0}{m.c.25}$ on side facing grant mound of stone covered with earth west of corner north forty-eight degrees west.

Twenty three chains a granite stone for Meander corner number twenty-six marked $\frac{2.0}{m.c.26}$ on side facing grant mound of stone covered with earth west of corner.

North sixty-three degrees fifteen minutes west eighteen chains a granite stone for Meander corner number twenty seven marked $\frac{2.0}{m.c.27}$ on side facing grant mound of stone covered with earth west of corner.

North twenty-nine degrees thirty minutes west

Seven chains and sixty-two links road bears south

Eleven chains a granite stone for Meander corner number twenty-eight marked $\frac{2.0}{m.c.28}$ on side facing grant mound of stone covered with earth west of corner north fifty seven degrees west.

Two chains Arroyo Honda crosses north west of chains and forty-one links intersect section between sections seventeen and eighteen

Sixteen North Range ten east, twenty chains and sixty two links South of the Corner to Section Seven, eight, thirteen and eighteen, a granite Stone for Closing Corner Marked A. V. on side facing grant, C. C. on North, with five grooves on east and four grooves on South faces, Mound of Stone Covered with earth North of Corner,

Sixteen chains a granite Stone for Meander Corner Number twenty-nine, Marked $\frac{29}{m.e.s.}$ on side facing grant, Mound of Stone Covered with earth west of Corner, North thirty-nine degrees, fifteen minutes west.

Four chains and forty-four links, point for Six Mile Corner falls in water Course of Arroyo, at one chain and fifty-six links North thirty-nine degrees fifteen minutes west on bank of Arroyo, a granite Stone for witness Corner to Six mile Corner, Marked $\frac{60}{m.e.s.}$ on side facing grant Mound of Stone Covered with earth west of Corner,

thence from true point for Six mile Corner North thirty-nine degrees fifteen minutes west on seventh mile

Seven chains and fifty-five links leave Arroyo Course west.

Nine chains and sixty-four links a granite Stone for Meander Corner Number thirty Marked $\frac{30}{m.e.s.}$ on side facing grant Mound of Stone Covered with earth west of Corner.

North four degrees fifteen minutes east three chains and forty-two links intersect the Section line between Sections Seven and eighteen then ship Sixteen North Range ten east eighteen chains and eighty-eight links west of the Corner to Sections Seven, eight, seventeen and eighteen a granite Stone for Closing Corner Marked A. V. on side facing grant C. C. North five grooves on east and four grooves on South faces, Mound of Stone Covered with earth East of Corner.

Nine chains center of Arroyo five chains and fifty links wide Course Southwest

Twelve chains a granite Stone for Meander Corner Number thirty-one Marked $\frac{31}{m.e.s.}$ on side facing

grant, Mound of Stone Covered with earth west of Corner.

North eight degrees forty-five minutes west Twelve Chains a granite Stone for Meander Corner Number thirty-two Marked $\frac{S.P.}{m.c.32}$ on side facing grant Mound of Stone Covered with earth west of Corner.

North thirty-nine degrees, forty five minutes west Eight Chains a granite Stone for Meander Corner Number thirty-three Marked $\frac{S.P.}{m.c.33}$ on side facing grant, Mound of Stone Covered with earth west of Corner.

North sixteen degrees west

Nine Chains and twenty links, road bears south,

Twenty two Chains a granite Stone for Meander Corner Number thirty-four Marked $\frac{S.P.}{m.c.34}$ on side facing grant Mound of Stone Covered with earth west of Corner.

North eight degrees fifty minutes west.

Nine Chains a granite Stone for Meander Corner Number thirty-five Marked $\frac{S.P.}{m.c.35}$ on side facing grant, Mound of Stone Covered with earth west of Corner.

North forty-one degrees, fifteen minutes west.

Seven Chains and thirty-six links a granite stone for Seven Mile Corner Marked $\frac{S.P.}{7m}$ on side facing grant, Mound of Stone Covered with earth west of Corner.

This Corner is in latitude thirty five degrees thirty-eight minutes north, thence north forty-one degrees, fifteen minutes west on eighth mile.

Seven Chains and thirty-four links a granite Stone for Meander Corner Number thirty-six Marked $\frac{S.P.}{m.c.36}$ on side facing grant, Mound of Stone Covered with earth west of Corner.

North eighteen degrees west,

four Chains and fifty links, a granite Stone for Meander Corner Number thirty seven Marked $\frac{S.P.}{m.c.37}$ on side facing grant, Mound of Stone Covered with earth west of Corner.

North fifty-two degrees forty five minutes west

Thirteen Chains and fifty links intersect the

Section line between Sections six and seven Township sixteen North of Range ten east, sixteen chains and fifty links South eighty-nine degrees forty three minutes west on the quarter section corner.

A granite Stone for closing Corner marked S.D. on side facing grant C.C. with five grooves on east and five grooves on south faces Mound of Stone Covered with earth east of Corner.

Sixteen chains and fifty links a granite Stone for Meander Corner Number thirty eight, marked $\frac{S.D.}{m.c. 38}$ on side facing grant. Mound of Stone Covered with earth west of Corner.

North twenty-four degrees fifteen minutes west, Ten chains a granite Stone for Meander Corner Number thirty nine marked $\frac{S.D.}{m.c. 39}$ on side facing grant. Mound of Stone Covered with earth west of Corner.

North eleven degrees, forty five minutes west, Thirteen chains, a granite Stone for Meander Corner Number forty, marked $\frac{S.D.}{m.c. 40}$ on side facing grant. Mound of Stone Covered with earth west of Corner.

North thirty-four degrees, thirty minutes west, fourteen chains and eighty-six links, a granite Stone for Meander Corner Number forty-one marked $\frac{S.D.}{m.c. 41}$ on side facing grant. Mound of Stone Covered with earth west of Corner.

North twenty-three degrees west, Thirteen chains and fifty links a granite Stone for eight mile Corner marked $\frac{S.D.}{8 m.}$ on side facing grant. Mound of Stone Covered with earth west of Corner.

Thence North twenty three degrees west on north line.

Two chains and fifty-five links intersect range line between Ranges nine and ten east, Township sixteen North, twenty eight chains and four links South of the closing Township Corner a granite Stone for closing Corner marked S.D. on side facing grant C.C. with one groove on north and five grooves on south faces Mound of Stone

Covered with earth North of Corner.

Eleven Chains and twenty three links road bears North West.

Eleven Chains and fifty links a granite Stone for Meander Corner Number forty two, marked $\frac{S}{N}$ on side facing grant. Mound of Stone Covered with earth West of Corner.

North thirty-one degrees West.

Eleven Chains a granite Stone for Meander Corner Number forty three marked $\frac{S}{N}$ on side facing grant. Mound of Stone Covered with earth West of Corner.

North thirty-seven degrees forty-five Minutes West.

Twelve Chains and ninety eight links intersect the fourth Correction Line North sixteen Chains and thirty nine links West of the standard Corner to Township Seventeen North Range nine and ten last a granite Stone for Closing Corner marked D.V. on side facing grant C.C. with one groove on east and five grooves on west faces. Mound of Stone Covered with earth East of Corner.

Eighteen Chains and twenty links arroyo Charming's Course South West. Measure twelve Chains South West. Twenty Chains and fifty-seven links leave arroyo two Chains and thirty-seven links wide.

Twenty-three Chains a granite Stone for Meander Corner Number forty-four marked $\frac{S}{N}$ on side facing grant. Mound of Stone Covered with earth West of Corner.

North eleven degrees West

Three Chains road bears South.

Twenty five Chains and fifty links arroyo two hundred and fifty links wide Course Southwest

Twenty-eight Chains around "Atto of Arroyo Charming's

Thirty-four Chains and fifty links a granite Stone for nine mile Corner marked $\frac{S}{N}$ on side facing grant. Mound of Stone Covered with earth east of Corner.

Thence North eleven degrees West on tenth mile Eight

Chains and fifty links. Point where the alto of the Chamizo Arroyo intersects the Pecos and Santa Fe road, where is established the North east Corner of this grant as said Stone twenty-three by fourteen by seven inches, eighteen inches in the ground for said North east Corner marked $\frac{S.E.}{m.c.1}$ on side facing grant, Mound of Stone Covered with earth South of Corner.

The South west Corner of the Penitentiary Mail bears North fifty eight degrees five minutes west.

Spire in Santa Fe bears North three degrees forty three minutes west.

Flag Pole at Indian School bears North seventy two degrees, thirty minutes west.

This forms the eastern boundary of said grant.

North Boundary.

From the North east Corner, just described thence on the North boundary of said Sebastian de Vargas grant, along the brow of the hill the alto of the Chamizo Arroyo South twenty-seven degrees eight minutes west on North boundary first mile.

Variation twelve degrees fifty minutes east Twelve Chains a granite Stone for Meander Corner Number one, marked $\frac{S.E.}{m.c.1}$ on side facing grant Mound of Stone Covered with earth South east of Corner.

South thirty-eight degrees, forty-five minutes west.

Twelve Chains a granite Stone for Meander Corner Number two, marked $\frac{S.E.}{m.c.2}$ on side facing grant, Mound of Stone Covered with earth South east of Corner.

North thirty seven degrees forty-five minutes west.

Twenty-five Chains a granite Stone for Meander Corner Number three marked $\frac{S.E.}{m.c.3}$ on side facing grant, Mound of Stone Covered with earth South east of Corner.

South fifty-nine degrees forty-five minutes west Seven Chains, four chains South.

Ten Chains and thirteen links, road bears North and South.

Eighteen chains, and sixty-six links intersect the fourth Correction line North five chains and thirty eight links east of the Standard corner to sections thirty five and thirty six, Township Seventeen North Range nine east a granite stone for closing corner marked N.V. on side facing grant C.C. with five grooves on west and one groove on east faces mound of stone covered with earth west of corner.

Twenty six chains intersect the section line between sections one and two Township sixteen North Range nine east seventy six chains and thirty-two links North of the corner to sections one two, eleven and twelve a granite stone for closing corner, and broader corner number four marked $\frac{S.V.}{N.V.}$ on side facing grant C.C. on north with one groove on east and five grooves on south faces mound of stone covered with earth North of corner.

South forty-three degrees twenty-three minutes west.

Five chains a granite stone for one mile corner marked $\frac{S.V.}{N.V.}$ on side facing grant. Mound of stone covered with earth South east of corner.

Thence South forty three degrees twenty three minutes west on second mile. Twenty five links road from Santa Fe to Gallisteo, also called the Camino en medio, where is established the North west corner of this grant, a granite stone twenty four by nine by six inches, eighteen inches in the ground for this North west corner marked $\frac{S.V.}{N.V.}$ on side facing grant mound of stone covered with earth South east of corner.

This forms the Northern boundary of said Grant.

West Boundary

From the Northwest corner, just described thence on the west boundary of the Grant along the road from Santa Fe to the Pueblo of Gallisteo,

South six degrees ten minutes east on west boundary first mile.

South six degrees ten minutes east on west

Boundary first Variation twelve degrees thirty minutes east.

Eighteen chains a granite Stone for Meander Corner Number one Marked $\frac{S.P.}{M.C.1}$ on side facing grant mound of Stone Covered with earth west of Corner, South six degrees eight minutes east.

Ten chains Arroyo Charnigo one hundred links wide Course South west.

Nineteen chains a granite Stone for Meander Corner Number two, Marked $\frac{S.P.}{M.C.2}$ on side facing grant puts end side on line mound of earth east of Corner.

South one degree fifteen minutes west fifteen chains a granite Stone for Meander Corner Number three Marked $\frac{S.P.}{M.C.3}$ on side facing grant mound of Stone Covered with earth east of Corner.

South two degrees west.

Five chains road bears east and west.

Seven chains and seventy links Arroyo eighty links wide. Course west.

Twenty chains, a granite Stone for Meander Corner Number four Marked $\frac{S.P.}{M.C.4}$ on side facing grant mound of Stone east of Corner.

South forty-five minutes west.

Seventy-two links intersect section line between sections two and eleven Township sixteen North Range nine east two chains and seventy-five links west of the Corner to sections one, two, eleven and twelve. A granite Stone for Closing Corner Marked $\frac{S.P.}{C.C.}$ on side facing grant. C.C. on west with fine grooves on south and one groove on east faces mound of Stone west of Corner.

Eight chains a granite Stone for one mile Corner and Meander Corner Number five, Marked $\frac{S.P.}{M.M.C.5}$ on side facing grant.

A cedar three inches in diameter bears South eight degrees thirty-two minutes east five and one-half links distant Marked $\frac{S.P.}{M.C.5}$ B.T.

A Pinon seven inches in diameter bears North eighty seven degrees fourteen minutes west forty-four links distant, Marked $\frac{S.P.}{M.M.C.5}$ B.T.

Hence South one degree west on second mile.
Nine chains a granite stone for Meander Corner
number six, marked $\frac{S. 2. 6}{m. c. 6}$ on side facing grant.
A pinon four inches in diameter bears south
thirty nine degrees forty five minutes east seventy seven
links distant marked $\frac{S. 2. 6}{m. c. 6}$ B.T.

A pinon four inches in diameter bears south
twenty-one degrees twenty-two minutes east one hundred
and twenty links distant marked $\frac{S. 2. 6}{m. c. 6}$ B.T.

South sixteen degrees twenty-four minutes west,
Three chains, old road bears North west and South east.
Fourteen chains a granite stone for Meander Corner
number seven marked $\frac{S. 2. 6}{m. c. 7}$ on side facing grant mound
of stone east of corner.

South fifteen degrees fifty-four minutes west,
Twenty-one chains and fifty links a granite stone
for Meander Corner number eight marked $\frac{S. 2. 6}{m. c. 8}$
on side facing grant.

A pinon ten inches in diameter bears south
eighty-three degrees thirteen minutes east one hundred
and nine and one half links distant, marked
 $\frac{S. 2. 6}{m. c. 8}$ B.T.

A pinon eight inches in diameter bears North
twenty degrees fifty-three minutes east two hundred
links distant, marked $\frac{S. 2. 6}{m. c. 8}$ B.T.

South sixteen degrees fifteen minutes east fifteen
chains, a granite stone for Meander Corner number
nine marked $\frac{S. 2. 6}{m. c. 9}$ on side facing grant mound
of stone east of corner.

South eleven degrees thirty minutes west.
Ten links descend bluff. Bears and west seven
chains bottom of bluff one hundred and twenty
feet below top.

Twelve chains a granite stone for Meander
Corner number ten marked $\frac{S. 2. 6}{m. c. 10}$ on side
facing grant; just each side on line mound
of earth east of corner.

South nineteen degrees forty five minutes
west.

Two chains and sixty eight links arroyo

Wends one hundred links wide. Crosses west three chains and seventy-five links intersect the section line between sections eleven and fourteen Township sixteen North Range three east, nine chains and seventy-nine links west of the Canon to sections eleven twelve thirteen and fourteen a granite Stone for Closing Corner marked V.D. with one groove on east C.C. on the west and four grooves on South face Mound of Stone west of corner. Eight chains and fifty links a granite Stone for two mile corner marked $\frac{2.0}{2.0}$ on side facing grant; Mound of Stone west of corner.

This Corner is in latitude thirty-five degrees thirty seven minutes North.

Thence South nineteen degrees forty-five minutes east on third mile.

Six chains and twenty-five links a granite Stone for Meander Corner (number eleven) marked $\frac{2.0}{2.0}$ on side facing grant a Pinon six inches in diameter bears South forty six degrees east fifty-five links distant marked V.D. M.C. 11 B.T.

A Pinon six inches in diameter bears North thirty degrees fifteen minutes west sixty-two links distant marked V.D. M.C. 11 B.T. South twenty nine degrees thirty minutes west.

ascend bluff.

Six Chain and twenty links Top of bluff bears east and west.

Seven Chains a granite Stone for Meander Corner Number Twelve marked $\frac{2.0}{2.0}$ on side facing grant.

A Pinon six inches in diameter bears North fifty-nine degrees forty-five minutes east forty seven links distant marked V.D. M.C. 12 B.T.

A Pinon four inches in diameter bears South fifty-eight degrees fifty-one minutes east thirty five links distant marked V.D. M.C. 12 B.T.

South thirty six degrees thirty minutes west.

Eight Chains a granite Stone for Meander Corner Number thirteen marked $\frac{2.0}{2.0}$ on side facing grant.

A Pinon four inches in diameter bears South eighty-nine degrees forty five minutes east ten links

Distant Marked S.D.M. C. 13 B.T.

A Pinon seven inches in diameter bears South thirty nine degrees fifty feet Minutes east thirty four links distant Marked S.D.M. C. 13 B.T.

South Seventeen degrees fifteen Minutes west nine chains a granite Stone for Meander Corner Number fourteen Marked ^{S.D.} m.c. 14 on side facing grant.

A Pinon five inches in diameter bears South thirty degrees forty Minutes west eighty four links distant Marked S.D.M. C. 14 B.T.

A Pinon five inches in diameter bears South eighty-five degrees thirty eight Minutes west one hundred and twenty-one links distant Marked S.D.M. C. 14 B.T.

South twenty eight degrees forty Minutes west Ten chains a granite Stone for Meander Corner Number fifteen Marked ^{S.D.} m.c. 15 on side facing grant.

A Pinon five inches in diameter bears South sixty-three degrees east eighty-one links distant Marked S.D.M. C. 15 B.T.

A Pinon four inches in diameter bears North eighty five degrees thirty-three Minutes west one hundred and ten links distant Marked S.D.M. C. 15 B.T.

South twenty-seven degrees fifteen Minutes west, Eighteen chains a granite Stone for Meander Corner Number sixteen Marked ^{S.D.} m.c. 16 on side facing grant.

A Pinon six inches in diameter bears South sixty degrees forty-eight Minutes west one hundred and twenty seven links distant, Marked S.D.M. C. 16 B.T.

A Pinon six inches in diameter bears South twenty five degrees forty-one Minutes east forty-eight links distant Marked S.D.M. C. 16 B.T.

South four degrees fifteen Minutes west, Eleven chains a granite Stone for Meander Corner Number seventeen Marked ^{S.D.} m.c. 17 on side facing grant.

A Pinon six inches in diameter bears South thirty eight degrees forty-one Minutes east, eighty seven links distant Marked S.D.M. C. 17 B.T.

A Pinon four inches in diameter bears South

Eight degrees, forty one minutes east one hundred links distant, Marked S.D.M.C. 17 B.T.

North two degrees fifteen minutes east,

Ten Chains a granite Stone for Meander Corner number eighteen Marked ^{S.D.} M.C. 18 on side facing grant,

A Pinon four inches in diameter bears South forty three degrees, fifty four minutes east fifty links distant. Marked S.D.M.C. 18 B.T.

A Pinon four inches in diameter bears North forty four degrees thirty minutes west fifty three links distant Marked S.D.M.C. 18 B.T.

South six degrees thirty minutes west,

Seventy-five links a granite Stone for three mile corner Marked ^{S.D.} 3m. on side facing grant.

A Pinon four inches in diameter bears North sixty one degrees fifteen minutes west, one hundred and twenty-seven and one-half links distant Marked S.D. 3m. B.T.

A Pinon three inches in diameter bears South sixty two degrees, sixteen minutes east ninety-four links distant Marked S.D. 3m. B.T.

North side degrees thirty minutes west on fourth mile. Three chains and eighty links intersect the section line between sections fourteen and twenty three Township sixteen North Range nine east, nine chains and forty six links South eighty nine degrees fifty two minutes east of the quarter section corner a granite Stone for Closing Corner Marked S.D. with one groove on east C.C. on west, and three grooves on South faces

A Pinon three inches in diameter bears North eighty nine degrees thirty minutes west one hundred and fourteen links distant Marked S.D. C.T. 16 R.P. 9 E.S. 14 B.T.

A Pinon four inches in diameter bears South twenty-nine degrees, fifty two minutes east, one hundred and ninety-six links distant Marked S.D. C.C. B.T.

Five Chains and Seventy five links a granite Stone for Meander Corner number nineteen, Marked

On side facing grant

A Pinon four inches in diameter bears North fifty degrees, thirty minutes west one hundred and twelve links distant Marked ^{S.D.} M. C. 19 B.T.

A Pinon four inches in diameter bears North thirty five degrees east thirty links distant Marked ^{S.D.} M. C. 19 B.T. South one degree fifteen minutes west, five chains and fifteen links road bears North west and South east. Ten chains a granite stone for Meander Corner Number Twenty Marked ^{S.D.} M. C. 20 on side facing grant.

A Pinon five inches in diameter bears South six, eight degrees seven, minutes west fifty-seven links distant Marked ^{S.D.} M. C. 20 B.T.

A Pinon six inches in diameter bears North ten degrees fifty minutes west ninety links distant Marked ^{S.D.} M. C. 20 B.T.

South six degrees thirty minutes west.

Nine chains a granite stone for Meander Corner Number twenty-one Marked ^{S.D.} M. C. 21 on side facing grant.

A Pinon four inches in diameter bears South Sixty seven degrees forty-seven minutes east forty links distant, Marked ^{S.D.} M. C. 21 B.T.

A Pinon three inches in diameter bears South seventy eight degrees, fifteen minutes west one hundred and two links distant Marked ^{S.D.} M. C. 22 B.T.

South thirty minutes west. Thirteen chains and twenty six links center of Atchison, Topeka and Santa Fe Railroad, bears North west and South east. Fourteen chains a granite stone for Meander Corner Number twenty-two Marked ^{S.D.} M. C. 22 on side facing grant.

A Pinon six inches in diameter bears North forty two degrees forty-eight minutes east thirty three links distant Marked ^{S.D.} M. C. 22 B.T.

A Pinon five inches in diameter bears South sixty-three degrees twenty minutes west forty seven links distant Marked ^{S.D.} M. C. 22 B.T.

South seven degrees thirty five minutes west Twelve chains a granite stone for Meander Corner Number twenty-three Marked ^{S.D.} M. C. 23 on side facing grant.

A Pinon six inches in diameter bears North seventy six degrees east one hundred and seventeen links distant Marked S.D. M.C. 23 B.T.

A Pinon six inches in diameter bears South thirty three degrees west one hundred and fifteen links distant Marked S.D. M.C. 23 B.T.

South two degrees fifteen minutes east, Eleven Chains and fifty eight links Sandy Arroyo fifty links wide Cañon West.

Eighteen Chains a granite stone for meander Corner Number twenty four Marked ^{S.D.} M.C. on side facing grant.

A Pinon five inches in diameter bears South thirty-one degrees fifteen minutes east eighty seven links distant Marked S.D. M.C. 24 B.T. A Pinon six inches in diameter bears South six degrees twenty two minutes west one hundred and fourteen links distant Marked S.D. M.C. 24 B.T.

North forty-five minutes east, Seven Chains and twenty five links a granite stone for four mile Corner Marked ^{S.D.} M.C. on side facing grant.

A Pinon six inches in diameter bears South eighty two degrees four minutes west fifty three links distant Marked S.D. M.C. 24 B.T.

A Pinon seven inches in diameter bears North thirty one degrees fourteen minutes west seventy one links distant, Marked S.D. M.C. 24 B.T.

Thence South forty-five minutes east on fifth mile.

One Chain and twenty five links, a granite stone for meander Corner Number twenty five Marked ^{S.D.} M.C. on side facing grant.

A Pinon six inches in diameter bears North two degrees forty minutes west seventy five links distant Marked S.D. M.C. 25 B.T.

A Pinon six inches in diameter bears North seventy four degree east eighty two links distant Marked S.D. M.C. 25 B.T.

South fifteen degrees thirty minutes east one Chain and eighty three links intersect section line between Sedons twenty three and twenty six townships, sixteen

North Range nine east seven chains forty links south eighty nine degrees, fifty six minutes east from the quarter section corner, a granite stone for closing corner marked S. V. with one groove on east C. C. on West and two grooves on South face.

a cedar six inches in diameter bears north eighty one degrees east seventy six links distant, marked S. V. C. C. B. T.

a pinon eight inches in diameter bears south thirty three degrees, fifty minutes West, one hundred and thirty links distant, marked C. C. T. 16. N. R. 96. S. 26. B. T.

Four chains, a granite stone for Meander corner number twenty six, marked M. C. 26 on side facing grant.

a pinon four inches in diameter bears north eighty five degrees ten minutes east, eleven links distant, marked S. V. M. C. 26 B. T.

a pinon four inches in diameter bears south twenty degrees, fifty minutes east, seventy eight links distant, marked S. V. M. C. 26 B. T.

South two degrees, thirty minutes east, twenty five chains, a granite stone for Meander corner number twenty seven, marked M. C. 27 on side facing grant.

a cedar six inches in diameter bears north eighty nine degrees, fifty five minutes West, thirty seven links distant, marked S. V. M. C. 27 B. T.

A cedar four inches in diameter bears south thirty nine degrees West, fifteen links distant, marked S. V. M. C. 27 B. T.

South six degrees, thirty minutes east eighteen chains and eighty links Sandy arroyo twenty links wide, course south West.

Nineteen chains, a granite stone for Meander corner number twenty eight, marked M. C. 28 on side facing grant.

a pinon four inches in diameter bears north sixty nine degrees, thirteen minutes West, one hundred and eighty four links distant, marked S. V. M. C. 28 B. T.

a pinon seven inches in diameter bears south eighty three degrees, twenty minutes West, two hundred and thirteen links distant, marked S. V. M. C. 28 B. T.

South two degrees thirty minutes east, thirty chains and twenty five links a granite stone for five mile corner marked S. V. M. on side facing grant.

a piñon three inches in diameter bears North fifty nine degrees thirty minutes east, Seventeen links distant, Marked S. V. 5 M. B. J.

a piñon four inches in diameter bears North twenty two minutes east, six links distant, Marked S. V. 5 M. B. J.

three South two degrees, thirty minutes east on Sixth Mile, Seven links, intersect the Section line between Section twenty Six and thirty five townships Sixteen North, Range nine east, twelve chains and eighty links South eighty nine degrees forty seven minutes east of the quarter section corner a granite stone for closing corner, Marked S. V. with one groove on east, c.c. on West and one groove on south faces.

A piñon eight inches in diameter bears South fifty three degrees, fifty minutes east, fifty six links distant, Marked S. V. c.c. B. J.

a piñon seven inches in diameter bears North eighty six degrees West, ninety nine links distant, Marked c.c. S. V. 16 N. R. 96. S. 260.3 twelve chains and seventy five links, a granite stone for meander corner number twenty nine, Marked ^{S. V.} M. C. 29 on side facing grant.

a piñon four inches in diameter bears South forty six degrees fifty three minutes West, twenty six links distant, Marked S. V. M. c. 29 B. J.

a piñon five inches in diameter bears South sixty eight degrees twenty six minutes West, thirty links distant, Marked S. V. M. c. 29 B. J.

South two degrees, forty five minutes east, eleven chains and fifty three links Canada Ancha, ninety links wide, course West.

Seventeen chains, a granite stone for meander corner number thirty, Marked ^{S. V.} M. C. 30 on side facing grant.

a piñon eight inches in diameter bears North, nineteen links distant Marked S. V. M. C. 30 B. J.

a cedar six inches in diameter bears North eighty four degrees thirty eight minutes West eight eight links distant, Marked S. V. M. C. 30 B. J.

South six degrees, thirty five minutes West.

twenty four chains, a granite stone for meander corner number thirty one, Marked ^{S. V.} M. C. 31 on side facing grant,

a piñon six inches in diameter bears North twenty degrees

Twenty Minutes east, one hundred and thirty three links distant, Marked S. V. M. C. 31 B. J.

A piñon ten inches in diameter bears South Seventy Seven degrees east, one hundred and eighty-three links distant, Marked S. V. M. C. 31 B. J.

South ten Minutes east,

Twenty chains a granite stone for Meander Corner Number thirty-two Marked ^{S.V.}M. C. 32 on side facing grant,

A Cedar seven inches in diameter bears North five degrees east, ninety-six links distant, Marked S. V. M. C. 32 B. J.

A Cedar seven inches in diameter bears North twenty-six degrees, thirty-five minutes West, one hundred and two links distant, Marked, S. V. M. C. 32 B. J.

South eleven degrees, nine minutes east, Six chains and twenty-five links, a granite stone for Six Mile corner - Marked ^{S.V.}M. on side facing grant,

A piñon twelve inches in diameter bears North forty-eight degrees, fifteen minutes West one hundred and eighty-one links distant Marked S. V. 6 M. B. J.

A piñon six inches in diameter bears North two degrees Six minutes east, one hundred and ninety-four links distant, Marked S. V. 6 M. B. J.

Thence South eleven degrees, nine minutes east on seventh mile one chain and eleven links intersect town ship line between town ships fifteen and sixteen North Range nine east, thirteen chains and thirty four links east of the quarter-section corner, between sections two and thirty-five a granite Stone for closing corner and Meander corner Number thirty-three Marked ^{S.V.}M. C. 33 With one groove on east, and C. C. With five grooves on West faces,

A piñon six inches in diameter bears South twenty-five degrees West, twenty seven links distant Marked C. C. T. 15 N. R. 9 E. S. 2 B. J.

A piñon eight inches in diameter bears North seventeen degrees, eleven minutes West, forty one links distant Marked C. C. T. 16 N. R. 9 E. S. 35 B. J.

South eleven degrees thirty-seven minutes east,

Twenty seven chains, a granite stone for Meander corner Number thirty-four, Marked ^{S.V.}M. C. 34 on side facing grant,

A piñon six inches in diameter bears South fifty-eight degrees

fifty one minutes West four links distant, Marked S.V.M. C. 34 B. J.
A pinon four inches in diameter bears South two degrees, eleven minutes east, one hundred and four links distant, Marked S.V.M. C. 34 B. J.

South twenty-seven degrees east.

Nine chains a granite stone for Meander corner number thirty-five Marked M.C. 35 on side facing grant.

A pinon nine inches in diameter bears North fifty two degrees, fifty-three minutes east, one hundred and thirty links distant, Marked S.V.M. C. 35 B. J.

A pinon six inches in diameter bears North one degree twenty six minutes east, eighty-six links distant, Marked S.V.M. C. 35 B. J.

South twenty-two degrees, ten minutes east, twelve chains a granite stone for Meander corner number thirty-six Marked M.C. 36 on side facing grant.

A cedar four inches in diameter bears North seventy-nine degrees, fifty-six minutes east, nine links distant Marked S.V.M. C. 36 B. J.

A pinon six inches in diameter bears South forty two degrees, West seventy seven links distant, Marked S.V.M. C. 36 B. J.

South thirty six degrees, thirty-four minutes east.

Seven chains, a granite stone for Meander corner number thirty-seven Marked M.C. 37 on side facing grant.

A cedar seven inches in diameter bears South thirty-nine degrees, fifteen minutes West, one hundred and thirty three links distant, Marked S.V.M. C. 37 B. J.

A cedar five inches in diameter bears North forty-four degrees, sixteen minutes West eighty-eight links distant, Marked S.V.M. C. 37 B. J.

South thirty-four degrees, twenty-five minutes east, eleven chains, to road from Pecos to Berillos, where is established the southwest and beginning corner of this grant this forms the Western boundary of the Sebastian de Vargas' grant.

A tracing of the official plat of the Said Sebastian de Vargas' grant is hereto annexed and forms a part hereof. the Said grant contains an area of 13,434.39 acres, and is situate in townships fifteen, sixteen and seventeen

North, Range nine east, and townships fifteen and sixteen North, Range ten east of the New Mexico Principal Base and Meridian.

in Witness Where of I have here unto set my hand and signed my name officially, at my office in the city of Santa Fe, in the Territory of New Mexico this twenty-first day of April in the year of our Lord 1900.

Quincy Vance *(Seal)*

U. S. Surveyor General for the District of New Mexico

and Where as in accordance with the requirement embodied in section ten of the act here in before cited the claimants have paid in to the treasury of the United States one half of the expenses of making said Survey and plat.

NOW Know ye, that in consideration of the premises and in accordance with the provisions of the aforesaid act of the third day of March one thousand eight hundred and ninety one and the decree of the Court of Private Land Claims here in before recited, the United States of America has given and granted, and by these presents does give and grant unto the legal representatives and assigns of Sebastian de Vargas and their heirs the tract of land described in the foregoing survey, but with the following stipulations to wit.

First: that this Patent shall operate only as a release on the part of the United States to all lands within the exterior boundaries of said grant.

Second: that this Patent shall not operate to affect or conclude any conflicting private interests and rights to the lands within the grant so confirmed.

Third: that this Patent shall not confer any right or title to any gold silver or quick silver mines or minerals of the same within the boundaries of said grant, but all such mines and minerals shall remain the property of the United States with the right of working the same.

Fourth: that this Patent shall have no effect as against the title of any lands within said grant which have been heretofore granted sold or disposed of by the United States.

L

states but all of such lands are excepted from the operation hereof.

Fifth that this patent shall not operate so as to interfere with or overthrow any just and unextinguished Indian title or right to any lands within the boundaries of said grant.

to have and to hold the said tract of land with the appurtenances thereunto belonging unto the said legal representatives and assigns of Sebastian de Vargas and to their heirs - forever with the stipulations as aforesaid.

in testimony whereof I William McKinley, President of the United States of America have caused these letters to be made Patent and the seal of the general Land office to be here unto affixed

Given under my hand at the City of Washington this Twenty Seventh day of September in the year of our Lord one thousand nine hundred and of the Independence of the United States the one hundred and twenty fifth

By the President, William McKinley
By E. M. McKean Secretary.

Emboss

Recorder of the General Land Office

Rec. Vol. 26. pp. 111 to 156, inclusive

Filed for record this 17th day of November A.D. 1900 at 9 o'clock A.M. and recorded the same day.

Atanasio Romero

Clerk & Recorder

Document
Ante (Joaquín Ortega)
" "
Rómulo Ortega

Esta escritura es y otorgada en la plaza del Sono a los diez días del mes de Febrero de 1890 ante el Sr. Jefe del Estado de Santa Fe por los presentes Anata que yo Sr. Jefe otorgo como parte de la primera parte que en y por consideración de la suma de nueve (\$9.00) pesos moneda legal de los Estados Unidos los mismos que me considero entregados y pagados por Rómulo Ortega como parte de la segunda parte el recibo de lo cual es por estas acusado el Sr. Jefe bendito Anata y entregado a la parte de la segunda la siguiente y descripta propiedad: Una cuadra con pedazo de tierra angular de labranza que está situada



NOTICE TO PROPOSED INSURED

Name of Purchasers: **The Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico**

Commitment No.: **150367**

Commitment issue date:

Short Description of Property: **Metes & Bounds, Santa Fe County**

Name \ Telephone Number of Agency/Insurer ("Company"): **Southwestern Title and Escrow, Inc. 505-820-1800**

READ THIS NOTICE TO FAMILIARIZE YOURSELF WITH ADDITIONAL COVERAGES AVAILABLE.

The New Mexico Insurance Department requires that this Notice be given in connection with all commitments/binders issued for title insurance owner's policies on one to four residential family properties.

THIS NOTICE SHOULD BE RETURNED TO THE COMPANY AT THE EARLIEST POSSIBLE TIME. IT MUST BE SIGNED NOT LATER THAN CLOSING. FAILURE TO ACT IMMEDIATELY COULD DELAY CLOSING SINCE NO TITLE POLICY CAN BE ISSUED UNTIL THIS DOCUMENT IS SIGNED AND RETURNED TO THE COMPANY.

Standard title insurance policies do not cover certain risks. These risks include the standard exceptions shown on your commitment/binder schedule "B", which will also be part of your policy. Standard Exceptions 1, 2, 3, and 4 (like all the exceptions) limit the coverage under your title policy. However, some of this coverage can be reinstated as described below:

Standard Exception 1 (Parties in Possession) excludes coverage for certain claims of tenants, squatters or other persons who may claim possession of the property. Standard Exception 1 may be deleted and the coverage reinstated if you meet certain requirements. There is no extra premium charge for this coverage, but there may be a charge for inspection of the property.

Do you want this coverage? Yes ☒ No ☐

Standard Exception 2 (Unrecorded Easements) excludes coverage for easements not shown in the public records. Standard Exception 2 may be deleted and the coverage reinstated if you meet certain requirements. There is no extra premium charge for this coverage, but a survey meeting the insurer's requirements is required and there may be a charge for an inspection.

Do you want this coverage? Yes ☒ No ☐

Standard Exception 3 (Survey Protection) excludes coverage for encroachments, overlaps, conflict in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises. Standard Exception 3 may be deleted and the coverage reinstated if you meet certain requirements. If your survey turns out to have inaccurately represented items such as boundaries, easements, location of improvements, etc., the standard policy won't cover any harm you suffer as a result of such inaccuracies. Standard Exception 3 may be deleted and the coverage reinstated if you meet certain requirements. The charge for this coverage is 15% of the Owner's Policy premium, and you must provide a survey meeting the insurer's requirements for insurability.

Do you want this coverage? Yes ☒ No ☐

Standard Exception 4 (Lien Coverage) excludes coverage for certain liens (i.e. claims filed for payment for services and materials provided in connection with the property) not filed in the public records on the policy date. Standard Exception 4 may be deleted and the coverage reinstated if you satisfy certain requirements. The charge for this coverage is \$25 if the statutory time limit for filing a lien has expired. If the time limit has not expired, the charge is \$3.00 for each \$1,000 of insurance. In either case, you will have to provide information which the company requires, and the Buyer or Seller will be responsible for any cost of providing such information.

Do you want this coverage? Yes ☒ No ☐

June 03, 2015

VIA EMAIL

The Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico

Re: File # 150367
Property Address: 7250 Old Santa Fe Trail
Property Located in County of Santa Fe

Dear Valued Customer:

Thank you for allowing us to serve your title insurance and transaction needs.

Enclosed is an information form we ask that you **complete and return** by mail, fax or email (original not required) to facilitate our closing preparation.

Also enclosed please find our Commitment for Title Insurance. This reflects the current status of the title to the property including the exceptions to the documents of public record that affect your use and ownership. Copies of those documents, if any, are enclosed for your review.

At closing we require that you remit your funds by **wire transfer**. When you are ready to submit your funds for closing, please contact your Closing Officer for proper wiring instructions.

Sincerely,

Tish F. Trujillo
Escrow Closing Officer
tisht@sftitles.com
Direct #: 505-946-2982
Fax #: 505-946-2982

cc. Agnes Leyba-Cruz
Santa Fe County
4250 Airport Road
Santa Fe, NM 87507

Via Email

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

RESOLUTION NO. 2014 - 126

**A RESOLUTION DELEGATING AUTHORITY TO THE COUNTY MANAGER TO
ACQUIRE REAL PROPERTY INTERESTS NECESSARY TO CONSTRUCT THE OLD
SANTA FE TRAIL MULTIMODAL TRAIL**

WHEREAS, in July, 2012, Santa Fe County (County) received a \$129,692 grant from the New Mexico Department of Transportation to design a multimodal trail along Old Santa Fe Trail; and

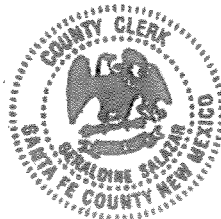
WHEREAS, in June, 2012, the Board of County Commissioners (Board) approved the County's Capital Improvement Plan, which included \$1,500,000 from the County's 2013 General Obligation Bond for the construction of the Old Santa Fe Trail multimodal trail; and

WHEREAS, the County has completed the design of the Old Santa Fe Trail multimodal trail, which (i) begins at the intersection of El Gancho Way and Old Santa Fe Trail and extends to the County/City border on Old Santa Fe Trail and (ii) includes the addition of five foot shoulders for multimodal travel, including bicyclists and pedestrians, and the addition of turn lanes at the El Gancho Way and Old Santa Fe Trail intersection; and

WHEREAS, the County has identified real property interests along Old Santa Fe Trail and El Gancho Way that are required for the construction of the multimodal trail, including turning lanes, and has completed the due diligence necessary to complete the acquisitions of these real property interests, the location of which are generally depicted on the maps attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The County Manager is authorized to negotiate the acquisition of suitable real property interests for the multimodal trail along Old Santa Fe Trail, the location of which shall substantially conform to the locations shown in Exhibit A; provided, however, that the purchase price shall not exceed the fair market value of the property interests to be obtained as determined by appraisal(s) prepared by one or more certified appraisers.
2. The Board delegates to the County Manager the authority to execute on behalf of the County all documents necessary to effectuate the acquisition of such real property interests.



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 8

I Hereby Certify That This Instrument Was Filed for
Record On The 29TH Day Of October, 2014 at 03:52:30 PM
And Was Duly Recorded as Instrument # 1749603
Of The Records Of Santa Fe County

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

SFC CLERK RECORDED 10/29/2014

PASSED, APPROVED, AND ADOPTED THIS 28th DAY OF OCTOBER, 2014.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By: Daniel W. Mayfield
Daniel W. Mayfield, Chair

ATTEST:
Geraldine Salazar
Geraldine Salazar, Santa Fe County Clerk



Approved to form:

Gregory S. Shaffer
County Attorney



Exhibit "A"

OLD SANTA FE TRAIL MULTIMODAL LANES PROJECT
(CN# C5111204)

PRELIMINARY

Roberto C. and Eva C. Ortiz, Husband & Wife

A tract of land being a portion of the Lands of Roberto C. and Eva C. Ortiz, as said Lands are described in the Warranty Deed filed in the office of the Santa Fe County Clerk on July 1, 1964 in Book 214, Page 524, said lands lying within the Sebastian DeVargas Grant and also within a portion of Lot 2, Section 7, Township 16 North, Range 10 East, New Mexico Principal Meridian, said tract being more particularly described by New Mexico State Plane grid bearings (Central Zone, NAD 83) and horizontal ground distances as follows:

Beginning at a point on the present (2014) westerly right-of-way line of Old Santa Fe Trail, from which the northeasterly corner of the property of the grantor bears N06°27'25"W a distance of 49.21 feet, also from which Meander Corner No. 35 in the easterly boundary line of the Sebastian DeVargas Grant (standard USGLO brass cap stamped "SVG MC35 S7 T16N R10E 1939" found in place) bears S32°16'01"E a distance of 1314.43 feet;

Thence, S06°27'25"E a distance of 250.71 feet along said present westerly right-of-way line to a point of curvature;

Thence, southeasterly a distance of 63.18 feet along said present westerly right-of-way line on a curve to the left, said curve having a radius of 383.07 feet, a central angle of 09°26'59", a chord bearing S11°20'16"E, and a chord distance of 63.11 feet to an angle point, from which the southeasterly corner of the property of the Grantor (3/4" iron pipe found in place) bears S20°54'00"E a distance of 64.61 feet;

Thence, S75°52'21"W a distance of 18.43 feet to an angle point;

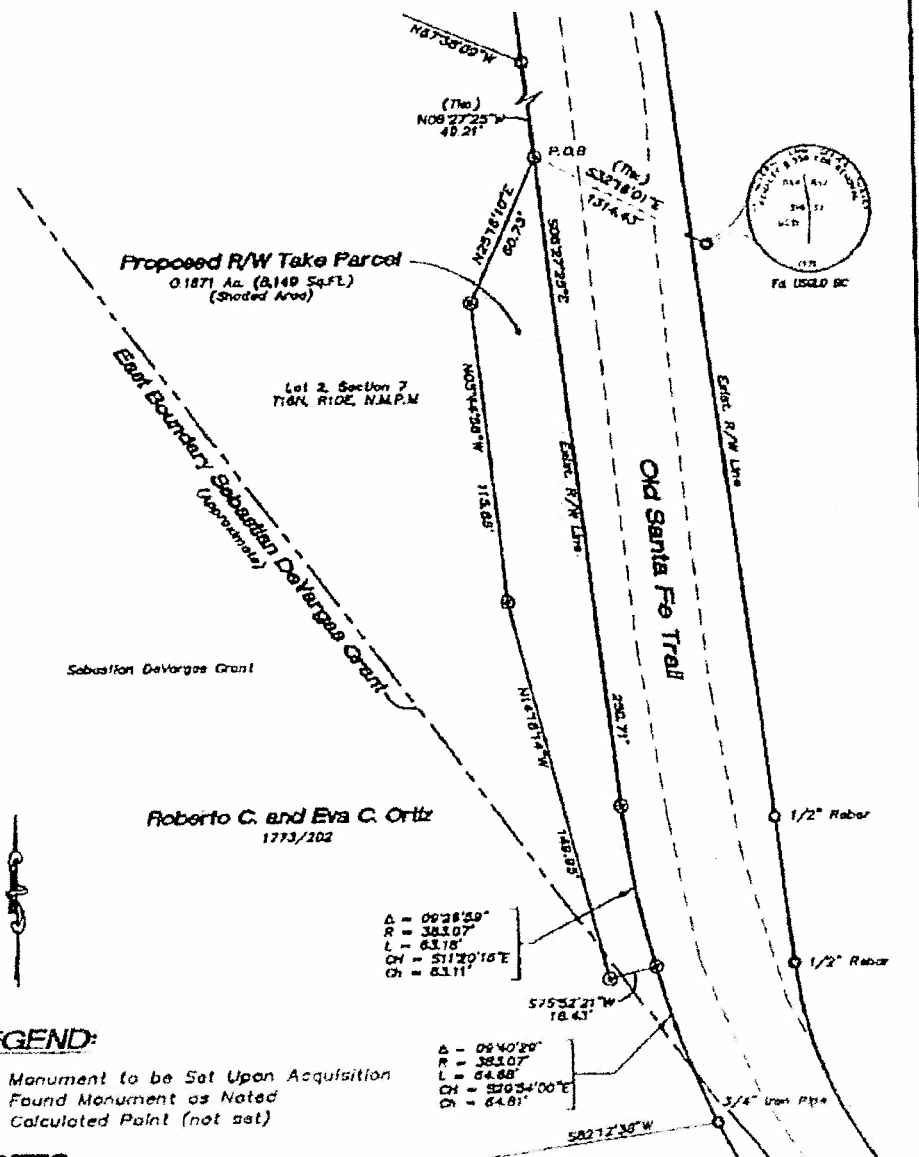
Thence, N14°18'14"W a distance of 149.95 feet to an angle point.

Thence, N05°44'56"W a distance of 115.85 feet to an angle point;

Thence, N25°16'10"E a distance of 60.73 feet to the point and place of beginning

Said tract contains 0.1871 Acre (8,149 square feet), more or less.

EXHIBIT 'A'
Right-of-Way Take
 For
CN# C5111204 - Old Santa Fe Trail Multimodal Lanes
 Within
The Lands of Roberto C. and Eva C. Ortiz
Sebastian De Vargas Grant and Lot 2, Sec. 7, T16N, R10E, NMP.M.
 Santa Fe County, New Mexico
 July, 2014



LEGEND:

- ⊙ = Monument to be Set Upon Acquisition
- ⊗ = Found Monument as Noted
- = Calculated Point (not set)

NOTES:

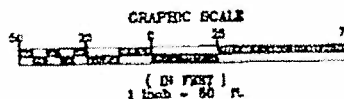
- 1.) BEARINGS SHOWN HEREON ARE REFERRED TO GRID NORTH, NEW MEXICO COORDINATE SYSTEM (CENTRAL ZONE, NAD 83)
- 2.) DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES AND WERE DERIVED USING A PROJECT AVERAGE COMBINED FACTOR CF = 0.999831358
- 3.) FIELD SURVEYS WERE CONDUCTED IN JUNE OF 2013

SURVEYOR'S CERTIFICATE

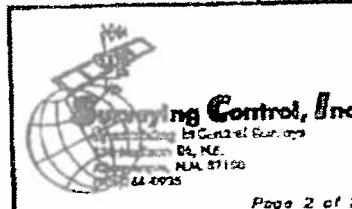
I, STEPHEN J. TOLER, NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR NO. 11529 HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED FROM FIELD SURVEYS CONDUCTED BY ME AND/OR UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR THE SURVEY, THAT THE SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY AND EXHIBIT MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO.

STEPHEN J. TOLER
 NMP# 11529

DATE



SC Job # 2013-015



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SFC CLERK RECORDED 10/29/2014

The Board of County Commissioners, Santa Fe County, New Mexico, a political subdivision of the State of New Mexico

Eva C. Ortiz

By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

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form HUD-1 (3/86)
Handbook 4305.2

Approved as to form:
Robert A. Jones
8/4/15

