

Aubrey Dunn, Commissioner of Public Lands State of New Mexico

APPLICATION TO AMEND A RIGHT-OF-WAY

(Roads, Telephone and Telegraph, Pipelines, Saltwater Disposal, etc.)

Dear Commissioner:	
Santa Fe County, a governmental entity	Colleen Baker
(Name of Applicant)	(Designated Field Contact name)
102 Grant Av. Santa Fe, NM 87501	(505) 992-9868
(Street Address, City, State, Zip Code)	(Field Contact Phone Number
Katherine Miller (505) 986-6200	cbaker@santafecountynm.gov
(Contact Name, Phone Number)	(Field Contact Email Address)
Hereby applies for an amendment to right-of-way No. R-28832 to add "multi-use public trail for non-motorized traffic including but not limited to The proposed amendment does not change the survey plat of the original right	. The amendment sought is described as follows: pedestrians, bicycles and equestrains* to the purpose of the right-of-wayof-way.
(Type of ame	ndment)
indicating the length of the proposed amendment in rebreakdown) of any area being added or subtracted from the Survey must be completed within twelve months of the (if applicable) must be staked and flagged. Failure to do so fee.	ne original right-of-way and a statement of the same.
Cultural Resource Protection:	
Please indicate that you (Applicant) have read the T&E that you understand and agree to abide therein. Yes No No	and Cultural Resources Notice to Applicants and by the terms and conditions set forth
An Archaeological Survey is strongly recommended. If Management Section Inspection (ARMS Inspection) in a applicant does not provide the ARMS Inspection, the La order applications are received.	ccordance with NMAC 4 10 15.9 is required. If the
An Archaeological Survey is attached with a cover page lal Confidential ExhibitA	beled: Yes No No

An ARMS Inspection is attached with a cover page labeled Confidential Exhibit	Yes No V
The Applicant would like the NMSLO to provide the ARM	S Inspection: Yes No No
Shape Files:	
Shape Piles.	
Shape Files are required with all applications. Shape Files for this project are available: Yes	No V
If yes, the NMSLO lease analyst will contact you at the ado	iress you provide:
Applicant Shape File Custodian (email contact information):
Pursuant to New Mexico State Land Office fee schedule, er for o rods (16.5 feet) at 0.00 \$75.00 appraisement fee.	nclosed is a check in the amount of \$_0.00 per rod, plus \$50.00 application fee and
* When you provide a check as payment, you authorize from your check to make a one-time electronic fund transaction.	the State of New Mexico to either use information for the following state of the payment as the payment as
Applicant covenants and agrees to abide by all laws and rega governmental entity that is provided immunity from suit and hold harmless, defend and indemnify the State of New agents or employees, in their office and individual capacitic damages arising out of or alleged to arise out of or indiremployees, agents, or contractors hereunder.	by the New Mexico Tort Claims Act, agrees to save Mexico, the Commissioner of Public Lands, and his es, of and from any and all liability, claims, losses, o
Approved as to form Santa Fe County Attorney By: Act of Lack Mills Date: Harris Act of Lack Mills Cacced in Jacon Mills Harlie	Applicant By: Katherine Miller Title: Santa Fe County Manager

ACKNOWLEDGMENT FOR CORPORATIONS

STATE OF New Mexico)			
COUNTY OF Santa Fe) ss.)			
The foregoing inst	rument was a	acknowledged befor	re me this 1	day of
		(Name of Officer)	,,	(Title of Officer)
Of(Name of Corporation Ac	cknowledging)	, a		
corporation, on behalf of sa	روو		(State of Inc	corporation)
	na corporatio	on.		
My Commission Expires:				
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4.0	MAIOUR DE			
AC	KNOMLED	GMENT FOR	URADPFERA	SSEAL
STATE OF)		Ambra	Baca }
COUNTY OF)ss.	My Commis	NOTARY I STATE OF NE MAIN EXPIRES:	PUBLIC A MEXICO
The foregoing instru	lment was as			
The foregoing instru	micht was ac	knowledged before	me this	day of
	110. by	a Harring	Miller (ounty Manager
	·		20	Cartin Total History
My Commission Expires:				
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5/11/7			Ulne	a Baca
			NOT	ARY PUBLIC

STATE OF NEW MEXICO COMMISSIONER OF PUBLIC LANDS GRANT OF RIGHT-OF-WAY

Right-of-Way Easement No. RW-28832

This indenture made this 21st day of October, 2004 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, "Grantor", Santa Fe County whose address is P.O. Box 276, Santa Fe, NM 87504 Grantee;

WITNESSETH:

That Grantor, for and in consideration of the sum of \$50,000.00 Fifty Thousand Dollars and 00/100 cash in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby conveys to grantee a right-of-way for the sole and exclusive purpose of a roadway and utilities including the right to enter upon the real estate hereinafter described at any time that it may see fit to construct, maintain and repair the structures upon the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers a strip of land <u>varies 50'-100'</u> feet in width in <u>Santa Fe</u> County (ies), as more particularly described by the attached centerline description and survey plats, which are incorporated herein.

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

- This right-of-way is granted for a term of *35 years. The grant may be renewed for additional periods
 upon application to Grantor. Any such renewals are subject to such terms and conditions as the Grantor
 may require, and payment of compensation.
- 2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be parallel to, cross over or bisect this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings
- 3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor. Grantor hereby agrees, however, that in the event Grantor elects to exercise such right and if Grantee herein is the New Mexico State Highway and Transportation Department, Grantor will secure in writing the agreement of subsequent right-of-way grantee that no facilities will be constructed or installed within the right-of-way subsequently granted without first obtaining from the Department a permit prescribing the conditions under which facilities may be placed within such right-of-way in accordance with the Department's applicable rules and regulations.

GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE NEW MEXICO STATE HIGHWAY AND TRANSPORATION DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH

FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

- In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere 4. with the movement of livestock of state agriculture lessees.
- All pipelines placed on said lands by virtue of this grant shall be buried not less than twenty inches 5. (20") deep. An exception to this requirement may be granted on other than agricultural lands when hard rock is encountered which would require blasting, or when a temporary pipeline is necessary and will not unduly hamper other surface uses. Deviation of the twenty-inch depth must be shown on the plat accompanying the application for right-of-way or by the filing of an amended plat upon completion of construction.
- 6. Grantee hereby agrees to carefully avoid destruction or injury to any improvements or livestock lawfully upon the premises described herein, to close all gates immediately upon passing through same, and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
- Grantee shall not assign this right-of-way without the prior written approval of Grantor. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose stated and no other. Grantee agrees not to sell or otherwise grant to any person or entity any interest therein or the right to use any portion thereof.
- 8. The rights granted herein are subject to valid existing rights.
- Grantor reserves the right to execute leases for oil and gas, coal, and minerals of whatsoever kind and 9. for geothermal resources development and operation, the right to sell or dispose of same and the right to grant rights-of-way and easements related to such leasing.
- In all matter affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactment's pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, 鹽18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands. In addition, Grantee, its employees, agents and contractors must comply with the provisions of the Pipeline Safety Act, §§ 70-3-11 through 20, NMSA 1978, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.

- 11. Non-use of the right-of-way granted herein for any period in excess of one (1) year following the initial construction of improvements, without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and non-use for shorter periods shall place upon grantee the burden of providing that there was no intent to abandon.
- 12. Grantee, if other than a governmental entity that is provided immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder.
- 13. Not with standing anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a thirty (30) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and thirty (30) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
- 14. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
- 15. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
- 16. This grant shall become effective upon its execution by Grantor.

STIPULATION: * Grants have been reinstated for an access road and utilities for a term of 35 years with the original date of October 21, 2004.

S-25 (Revised 01/03/2000)

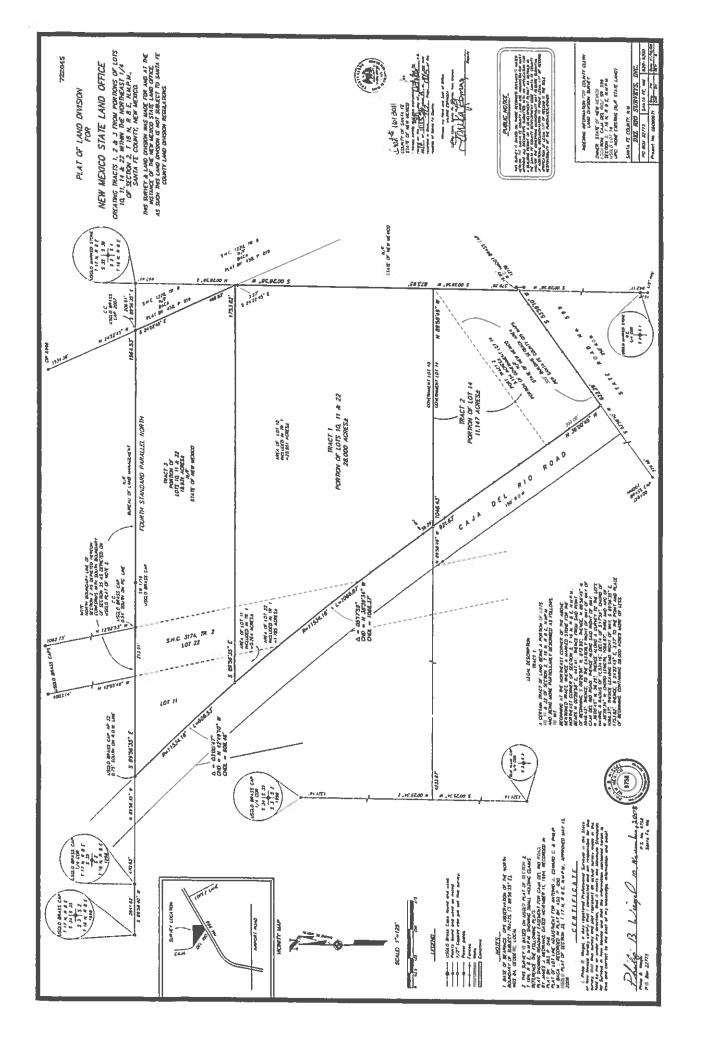
Pay Powell M.S. D.

Ray Powell, M.S., D.V.M.Yo

DATE: 10-27-11

S-25 (Revised 01/03/2000)

Approved as to form Santa Fe County Attorney



Santa Fe County
Purchasing Process Request Form

	irchasing Process Rec	quest Form	1//M 3/24/16	
Date Submitted:	3/24/16 3/25/14	Requesting User Agend	:γ: ²	
Name & Phone of Contact Person:	Colleen Baker 992-9868			
Contract Tracking #/Buyer (Purchasing)	2016-0321-P	(include	Proval? (Y/N) TBD BCC Meeting	
AGENCY REQUEST: (RFP, IFB, Lease, MOL	J, Grant, Professional Service	es Agreement, Construc	tion, Application, etc.)	
Describe the County, Public and/or Agenc	y needs and the scope of w	ork. Describe what you	are attempting to nurchase	
obtain or accomplish. Attach additional sl	heets if necessary.		and the parameter,	
New Mexico State Land Office Application	n to Amend A Right-of-Way			
To amend RW 28832 for Caja del Rio Rd. (Camino Real NHT multi-use trail funded b			order to construct the El	
PURCHASING STATUS: 61				
The \$50 application fee out of the capital	project fund 313-7733-481	Neddu reg	.57	
FINANCIAL / BUDGETARY INFORMATION	N: (If applicable, include a	reakdown of project cos	st estimates: is funding	
already appropriated? If this action will re	sult in revenue to the Cou	nty, include the total com	ipensation and timetable \	
already appropriated? If this action will result in revenue to the County, include the total compensation and timetable.) FOR 105504 - 313 7733 481. 8011 044495491				
LEGAL FORM: (identify any known liability	ies and/or risks to the Cou	nty. Is this a new contrac	t or an amendment or	
change of a previously submitted procure	ment or contract?)		TO THE MENTALLE OF	
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EINANCE DIDECTOR ADDROVAL /-	3 1 1	10011111111111111111111111111111111111	FF94	
FINANCE DIRECTOR APPROVAL: (sign and	d date)	GRANDERS CANAL FRANCE		
Carolety Javanillo	- 4/25/16	04-21-16	P09:05 RCVD	
LEGAL APPROVAL (sign and date)				
1 polio PDJ appoined	pudhasies	to form.		
BCC MEETING DATE			SELT BANK TOOK YEAR TO HE	
COUNTY MANAGER APPROVAL: (sign an	d date)		Manager of the Control of the Control	
ATTACH NEEDED DOCUMENTS (Purchase	Requisition, Justification N	lemo (sole source, emer	gency or other	

procurement exemption), W-9 for new vendor, draft BCC caption and memorandum, etc.)