

Santa Fe County  
**Santa Fe River Greenway**

Irrevocable Right to Enter Property

Property owner:  
Estella Rivera  
2797 Agua Fria St.  
SANTA FE, NM 87501

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

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

UPC: 1051097190448000000

Property Address: 2797 Agua Fria St., Santa Fe, NM 87501

Legal Text: 4.32 acres, Lot 4, Block 3, Sec. 33, T.17N, R.9E

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

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

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

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

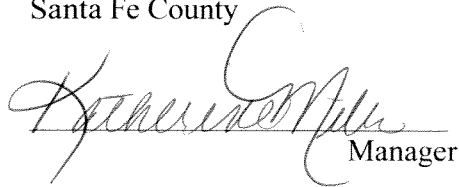
1. This Right to Enter shall be in effect from the date of signature by the parties until this Right to Enter is terminated by the County through the filing of a release. The County shall file a release upon (i) the County's purchase of the Property for purposes of the Santa Fe River Greenway, or (ii)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

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

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

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

Santa Fe County

  
Manager

Date: 4-16-15

Approved as to form:



Date: 4-14-15

Santa Fe County Attorney

Property Owner

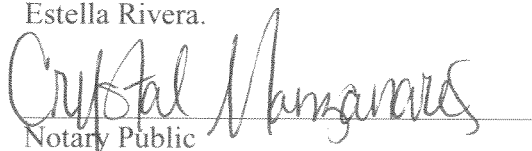
  
Estella Rivera

Date: 9/5/2014

### Acknowledgement

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

This instrument was acknowledged before me this 5<sup>th</sup> day of September, 2014, by  
Estella Rivera.

  
Notary Public

My Commission expires: 9-10-17



OFFICIAL SEAL  
Crystal Manzanares  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
My Commission Expires: 9-10-17

Santa Fe County  
**Santa Fe River Greenway**

Irrevocable Right to Enter Property

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

LARRY & CONNIE ALMANZAR  
2655 FENTON ST  
LAKEWOOD, CO 80214

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

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

UPC: 1050097268335000000

Property Address: 1775 Pasada San Juan

Legal Text: Portion of Tract 1 of Private Claim 454 within Section 32, Township 17 North, Range 9 East

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

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

C. This Right to Enter Agreement shall be a covenant that runs with the land. As such it shall pass to any subsequent owner of the Property who succeeds to the interest of the Property

SFC-RE\_CD.005

Rev. 20141001

UPC No.:

1050097268335000000

Project Name:

Santa Fe River Greenway

owner named herein until such time that the County releases this Right to Enter by recording a release with the Santa Fe County Clerk.

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

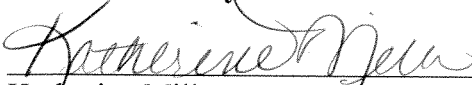
1. This Right to Enter shall be in effect from the date of signature by the parties until this Right to Enter is terminated by the County through the filing of a release. The County shall file a release upon (i) the County's purchase of the Property for purposes of the Santa Fe River Greenway, or (ii)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

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

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

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

**Santa Fe County**

  
Katherine Miller, Manager

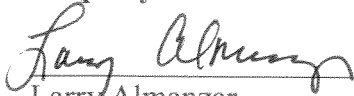
Date: 4-16-15

**Approved as to form:**


  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 4-14-15

**Property Owner**

  
Larry Almanzar

Date: Dec 3-14

  
~~Connie Almanzar~~  
Constance Elaine Almanzar

Date: Dec 3, 2014



OFFICIAL SEAL  
Jose Soto  
NOTARY PUBLIC - STATE OF NEW MEXICO  
My Commission Expires: 6/12/2016

Santa Fe County  
**Santa Fe River Greenway**

Irrevocable Right to Enter Property

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

EDWARD K.S. & LINDA ANN VISSER  
1674 CAMINO McMILLIN  
SANTA FE, NM 87507

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

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

UPC: 1050097432252000000

Property Address: 1674 Camino McMillin

Legal Text: Portion of Section 32, Township 17 North, Range 9 East

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

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

C. This Right to Enter Agreement shall be a covenant that runs with the land. As such it shall pass to any subsequent owner of the Property who succeeds to the interest of the Property

owner named herein until such time that the County releases this Right to Enter by recording a release with the Santa Fe County Clerk.

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


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

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

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

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

**Santa Fe County**

  
Katherine Miller, Manager

Date: 4-16-15

**Approved as to form:**

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 4-14-15

**Property Owner**

  
Edward K.S. Visser

Date: 11/5/14

  
Linda Ann Visser Swanson

Date: 11/15/14

Acknowledgement

*California*  
STATE OF ~~NEW MEXICO~~ )  
*Los Angeles* ) ss:  
County of ~~SANTA FE~~ )

This instrument was acknowledged before me this 15<sup>th</sup> day of November,  
20 14, by Edward K.S. Visser.

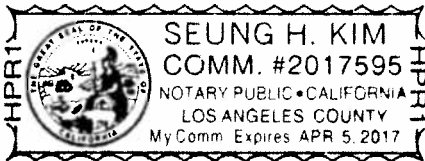


My Commission expires: 04/05/2017

*[Signature]*  
Notary Public

*California*  
STATE OF ~~NEW MEXICO~~ )  
 ) ss:  
County of ~~SANTA FE~~ *Los Angeles*

This instrument was acknowledged before me this 15<sup>th</sup> day of November,  
20 14, by Linda Ann ~~Visser~~ *SWANSON*



My Commission expires: 04/05/2017

*[Signature]*  
Notary Public

### PARCEL B-6 DESCRIPTION

ALL THAT PORTION OF A CERTAIN PARCEL OF LAND IN SECTION 32,  
TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM, CITY AND COUNTY OF  
SANTA FE, NEW MEXICO CONTAINED WITHIN WARRANTY DEED 698393,

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER FROM  
WHICH A BLM BRASS CAP MARKING THE SOUTHERLY CORNER  
COMMON TO LOTS 25 AND 26 BEARS N22°39'34"W, 122.22 FEET,  
THENCE N89°20'49"E, 18.56 FEET,

THENCE FROM SAID POINT OF BEGINNING S22°39'34"E, 207.23  
FEET;

THENCE S65°58'40"W, 340.52 FEET;

THENCE N21°52'00"W, 65.56 FEET;

THENCE N11°11'22"W, 42.66 FEET;

THENCE N52°42'50"E, 3.84 FEET;

THENCE CLOCKWISE 137.98 FEET ON A CURVE  
HAVING A RADIUS OF 336.39 FEET AND A  
CHORD OF N39°56'41"E, 137.02 FEET;

THENCE CLOCKWISE 65.13 FEET ON A CURVE  
HAVING A RADIUS OF 144.45 FEET AND A  
CHORD OF N64°36'42"E, 64.58 FEET;

THENCE N51°11'19"E, 146.97 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING  
1.29 ACRES, MORE OR LESS, AS SHOWN MORE COMPLETELY ON  
EXHIBIT B, ATTACHED HERETO.

*Diego J. Sisneros*  
DIEGO J. SISNEROS, N.M.P.L.S. 13986



11/22/2013

EXHIBIT A





Santa Fe County  
**Santa Fe River Greenway**

Irrevocable Right to Enter Property

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

ARTHUR E & AMADA MAE MONTOYA  
3673 AGUA FRIA  
SANTA FE, NM 87507

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

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

UPC: 1050097299320000000

Property Address: Agua Fria Rd, Santa Fe, NM

Legal Text: Portion of Small Holding Claim 433 within Section 32, Township 17 North, Range 9 East

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

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

C. This Right to Enter Agreement shall be a covenant that runs with the land. As such it shall pass to any subsequent owner of the Property who succeeds to the interest of the Property

owner named herein until such time that the County releases this Right to Enter by recording a release with the Santa Fe County Clerk.

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

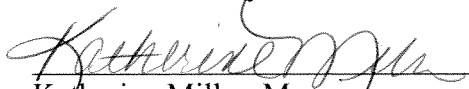
1. This Right to Enter shall be in effect from the date of signature by the parties until this Right to Enter is terminated by the County through the filing of a release. The County shall file a release upon (i) the County's purchase of the Property for purposes of the Santa Fe River Greenway, or (ii)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

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

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

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

**Santa Fe County**

  
Katherine Miller, Manager

Date: 4-16-15

**Approved as to form:**

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 4-14-15

**Property Owner**

  
Arthur E. Montoya

Date: 10/21/14

  
Amada Mae Montoya

Date: 10-21-14

### Acknowledgement

STATE OF NEW MEXICO )  
 ) ss:

County of SANTA FE )

This instrument was acknowledged before me this 21 day of October,  
2014, by Arthur E. Montoya.



My Commission expires: June 4, 2017

[Signature]  
Notary Public

STATE OF NEW MEXICO )  
 ) ss:

County of SANTA FE )

This instrument was acknowledged before me this 21 day of October,  
2014, by Amada Mae Montoya.



My Commission expires: June 4, 2017

[Signature]  
Notary Public

### *PARCEL B-24 DESCRIPTION*

*ALL THAT PORTION OF SMALL HOLDING CLAIM 433, TRACT 3 CONTAINED WITHIN WARRANTY DEED RECORDED IN BOOK 1720 ON PAGE 675 SHOWN ON A PLAT RECORDED IN BOOK 208 ON PAGE 045 IN THE OFFICE OF THE SANTA FE COUNTY CLERK WITHIN SECTION 32, TOWNSHIP 17 NORTH, RANGE 9 EAST, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO,*

*WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*BEGINNING AT A POINT ON THE WESTERLY LIMIT OF SAID TRACT 3, SAID POINT BEING S17°08'10"E 753.94 FEET FROM A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID TRACT 3,*

*THENCE CLOCKWISE 65.95 FEET ON A CURVE  
HAVING A RADIUS OF 280.00 FEET AND A  
CHORD OF N72°21'03"E, 65.79 FEET;*

*THENCE N79°05'53"E, 35.33 FEET;*

*THENCE S17°09'43"E, 288.09 FEET;*

*THENCE S74°23'51"W, 98.57 FEET;*

*THENCE N17°16'20"W, 119.56 FEET;*

*THENCE S61°00'52"W, 2.27 FEET;*

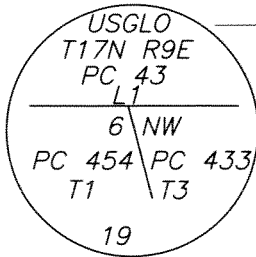
*THENCE N17°08'10"W, 169.61 FEET;*

*MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING  
0.67 ACRES, MORE OR LESS, AS SHOWN MORE COMPLETELY ON  
EXHIBIT B, ATTACHED HERETO.*

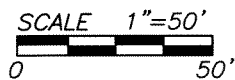
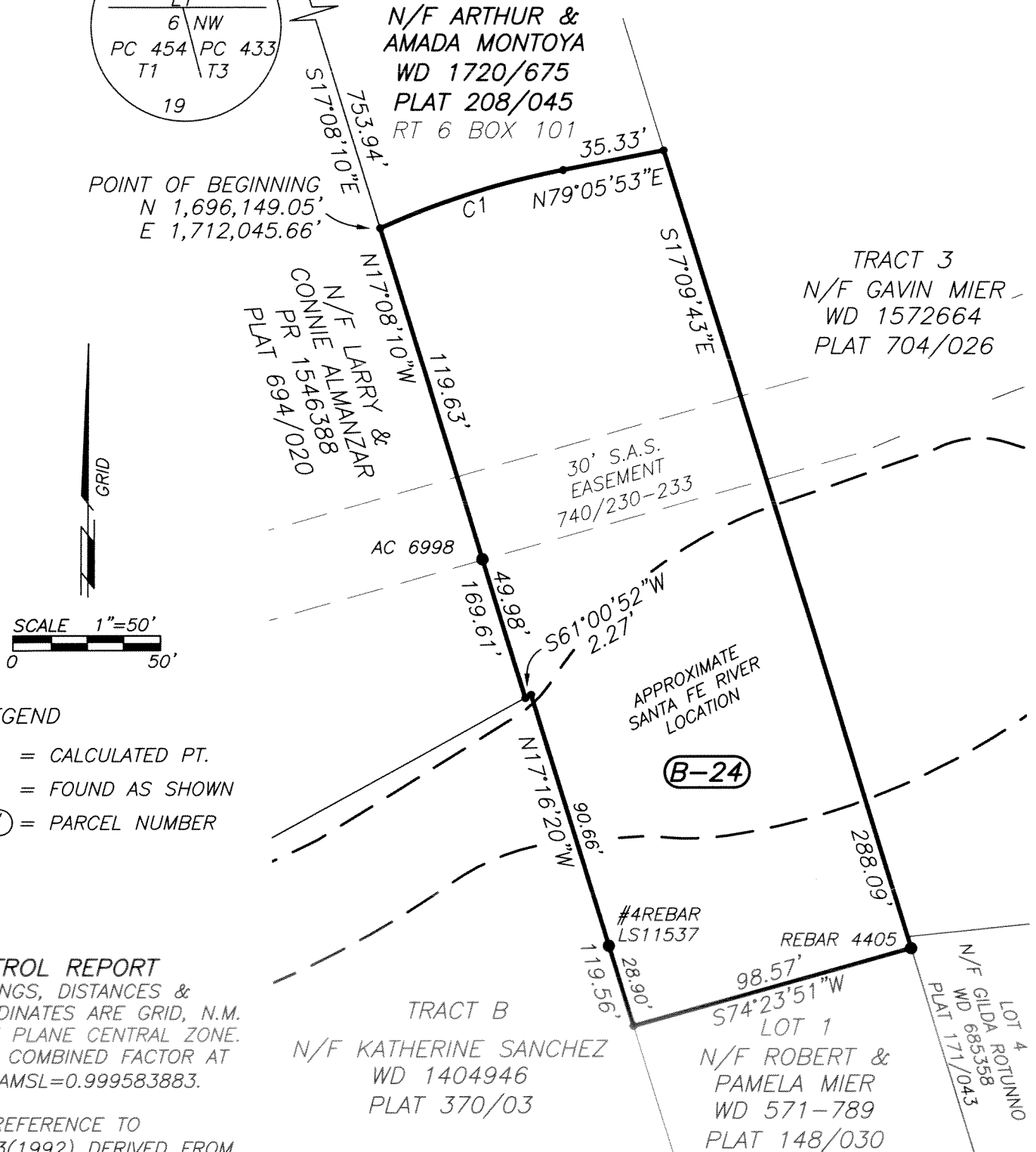
*Diego J. Sisneros*  
DIEGO J. SISNEROS, N.M.P.L.S. 13986



11/22/2013



| CURVE TABLE |           |         |        |        |             |
|-------------|-----------|---------|--------|--------|-------------|
| CURVE       | DELTA     | RADIUS  | ARC    | CHORD  | CHD BRG     |
| C1          | 13°29'41" | 280.00' | 65.95' | 65.79' | N72°21'03"E |



#### LEGEND

- = CALCULATED PT.
- = FOUND AS SHOWN

(B-#) = PARCEL NUMBER

#### CONTROL REPORT

BEARINGS, DISTANCES & COORDINATES ARE GRID, N.M. STATE PLANE CENTRAL ZONE. MEAN COMBINED FACTOR AT 6800' AMSL = 0.999583883.

ALL REFERENCE TO NAD83(1992) DERIVED FROM DAWSON2 GPS BASE STATION  
N=1,687,626.870  
E=1,708,833.475  
ELE=6572.376', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.

ALL IMPROVEMENTS NOT SHOWN ON THIS EXHIBIT. THIS PARCEL IS SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.



**DAWSON SURVEYS INC.**  
PROFESSIONAL LAND SURVEYORS  
2502B CAMINO ENTRADA  
S.F., N.M. 87507 PH505 471 6660  
FILE#9151B-24 11/20/2013

**PARCEL B-24**

**EXHIBIT B**

Santa Fe County  
**Santa Fe River Greenway**

Irrevocable Right to Enter Property

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

HENRY ANAYA

POBOX 4235

SANTA FE, NM 87502

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

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

UPC: 1050097347356000000

Property Address: 1810 Vereda San Antonio

Legal Text: Portion of Tract H within PC581 Section 32, Township 17 North, Range 9 East

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

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

C. This Right to Enter Agreement shall be a covenant that runs with the land. As such it shall pass to any subsequent owner of the Property who succeeds to the interest of the Property

owner named herein until such time that the County releases this Right to Enter by recording a release with the Santa Fe County Clerk.

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

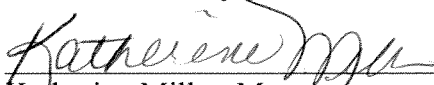
1. This Right to Enter shall be in effect from the date of signature by the parties until this Right to Enter is terminated by the County through the filing of a release. The County shall file a release upon (i) the County's purchase of the Property for purposes of the Santa Fe River Greenway, or (ii)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

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

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

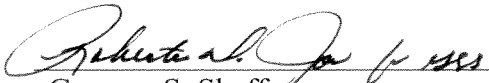
Each party to this Agreement has caused it to be executed on the date indicated below.

**Santa Fe County**

  
Katherine Miller, Manager

Date: 4-16-15

**Approved as to form:**

  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 4-14-15

**Property Owner**

  
Henry Anaya

Date: 11-1-14



**Acknowledgement**

STATE OF NEW MEXICO )

) ss:

County of SANTA FE )

This instrument was acknowledged before me this 1 day of November,  
2014, by Henry Anaya.

Steve Archuleta  
Notary Public

My Commission expires:



OFFICIAL SEAL  
STEVE ARCHULETA  
NOTARY PUBLIC - State of New Mexico  
My Commission Expires September 27, 2017

## PARCEL B-14 DESCRIPTION

ALL THAT PORTION OF THE LAND DESCRIBED IN WARRANTY DEED  
RECORDED IN BOOK 305 PAGE 152 AND SHOWN AS TRACT H ON A PLAT  
RECORDED IN BOOK 294 ON PAGE 015 IN THE OFFICE OF THE SANTA FE  
COUNTY CLERK WITHIN PC581 SECTION 32 TOWNSHIP 17 NORTH, RANGE 9  
EAST, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT H WHICH LIES  
S17°55'41"E 1.11 FEET FROM A #4 REBAR WITH CAP, LS5300

THENCE S73°19'08"W, 130.00 FEET;

THENCE N17°32'52"W, 76.66 FEET;

THENCE N74°06'33"E, 53.59 FEET;

THENCE N20°51'10"W, 47.42 FEET;

THENCE N69°08'50"E, 78.42 FEET;

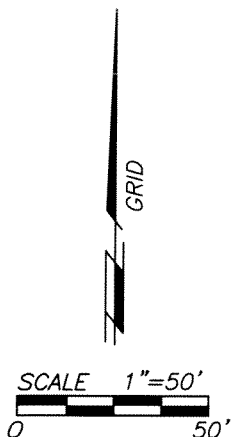
THENCE S17°55'41"E, 128.95 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING  
0.32 Ac., MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT B  
ATTACHED HERETO.

  
DIEGO J. SISNEROS, N.M.P.L.S. 13986



11/22/2013



#### LEGEND

- = CALCULATED PT.
- = FOUND AS SHOWN

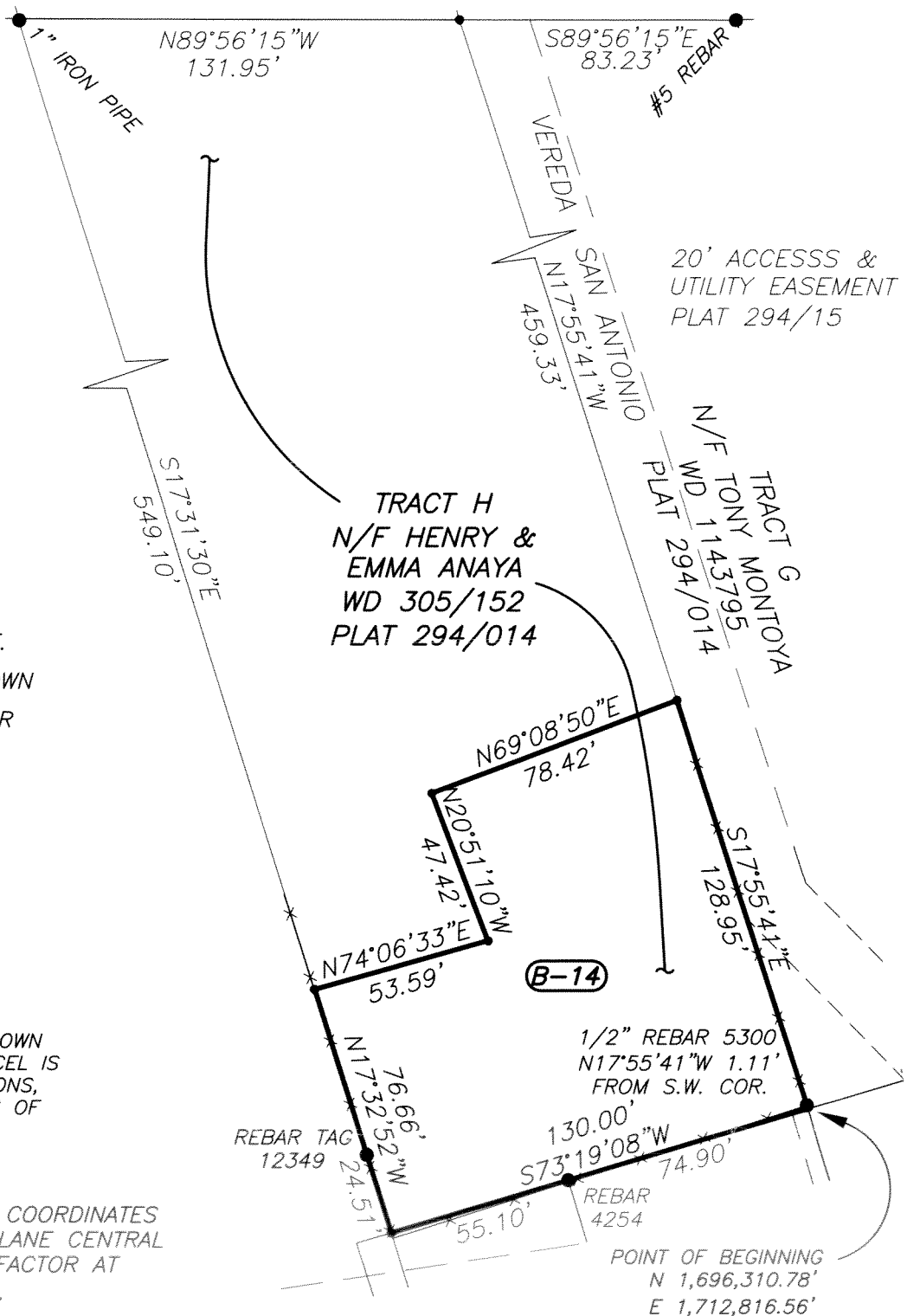
(B-#) = PARCEL NUMBER

ALL IMPROVEMENTS NOT SHOWN ON THIS EXHIBIT. THIS PARCEL IS SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

#### CONTROL REPORT

BEARINGS, DISTANCES & COORDINATES ARE GRID, N.M. STATE PLANE CENTRAL ZONE. MEAN COMBINED FACTOR AT 6800' AMSL = 0.999583883.

ALL REFERENCE TO NAD83(1992) DERIVED FROM DAWSON2 GPS BASE STATION N=1,687,626.870  
E=1,708,833.475 ELE=6572.376',  
ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.



**PARCEL B-14**

**EXHIBIT B**

DAWSON SURVEYS INC.  
PROFESSIONAL LAND SURVEYORS  
2502B CAMINO ENTRADA  
S.F., N.M. 87507 PH505 471 6660  
FILE#9151B-14 11/09/2013