



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

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760

Fax (505) 827-5766

www.nmstatelands.org

June 26, 2012

Santa Fe County Manager's Office
102 Grant Ave.
Santa Fe, NM 87504

Attn: County Manager and Commission

Re: County Road Partnership and Easement Grant

Dear Ms. Miller: *Katherine*

Thank you for your partnership with the State Land Office on the County Road Program. The signing ceremony at the NMAC Annual Conference on June 21, 2012 was a great success and it was a personal honor and privilege to take part in this momentous event with Santa Fe County.

For your records please find enclosed a signed original of the County Road Easement Grant. In addition to indefinite existing county road use across State Trust Lands, this program is helping to generate revenue to support the State Trust beneficiaries including our public schools, universities, and hospitals.

Commissioner Powell has committed to partnering with the people and government agencies of New Mexico to make a better future for our state. At the State Land Office we are continuing to support the beneficiaries of the State Trust while ensuring that the land is maintained and preserved for future generations.

Please feel free to stop by the State Land Office and visit. Our door is always open and we appreciate and look forward to continued partnership with Santa Fe County. If you ever require our assistance, do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike", is written over a large, light-colored scribble or watermark.

Mike D. Anaya
Assistant Commissioner for Surface Resources
(505) 827-5850

Encl. County Road Easement Grant (Original Signatures)

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

Right-of-Way Easement No. RW-28706

This grant is made this 21st day of June, 2012 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands ("Grantor") and Santa Fe County ("Grantee") whose address is P.O. Box 276, Santa Fe, New Mexico 87504-276.

WITNESSETH:

Grantor, for and in consideration of the sum of \$.65 per rod for 6,787 rods for a total of \$4,411.55 cash in hand, receipt of which is hereby acknowledged, and other good and valuable consideration, conveys to Grantee a right-of-way for the sole and exclusive purpose of 6,787 rods of existing roads in Santa Fe County to legalize only public access to The State Trust Lands utilized for school bus routes, etc., including the right to enter upon the real estate hereinafter described to construct and maintain said public highway.

The right-of-way hereby granted covers a strip of land various feet in width in Santa Fe County, more particularly described by the attached centerline description and survey plats, which are attached hereto and labeled Exhibit 1.

This grant is made subject to the following terms and conditions:

1. This right-of-way is granted for so long as it is used for and maintained as a public road.
2. Grantor reserves the right to grant rights-of-way or other easements to third parties, which may be within, parallel to, across or such as to bisect this right-of-way. If such rights-of-way or easements are granted to third parties, Grantee will exercise due care so as not to interfere with said rights-of-way or easements, and will comply with all laws, rules and regulations applicable to them.
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor

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 DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE DEPARTMENT ESTABLISHED NEW MEXICO DEPARTMENT OF TRANSPORTATION 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.

4. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees.
5. 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.
6. 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.
7. The rights granted herein are subject to valid existing rights.
8. Grantor reserves the right to execute leases for oil and gas, coal, minerals of whatsoever kind, 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.
9. 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, NMSA 1978, §§ 18-6-1 through -17, 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, NMSA 1978, §§ 70-3-11 through 20, and rules enacted pursuant to the Act, and agree to provide the Public Regulation Commission access to records of compliance.

10. Non-use of the right-of-way granted herein for any period in excess of one (1) year following the initial construction of roadway 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.
11. Notwithstanding 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.
12. If right-of-way is abandoned or otherwise terminated, Grantee agrees 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.
13. If right-of-way is abandoned or otherwise terminated, 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.
14. This grant shall become effective upon its execution by Grantor.

STIPULATION:

(4)

Right-of-Way Easement No. RW-28706

GRANTEE:

BY: Catherine Miller
Santa Fe Cd. Manager

Approved as to form
Santa Fe County Attorney
By: Robert W. Cole
Date: 1-27-12

ACKNOWLEDGMENT

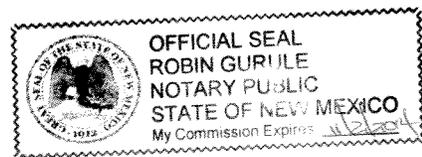
STATE OF New Mexico
COUNTY OF Santa Fe) ss.

The foregoing instrument was acknowledged before me this 21 day of February, 2012,
by Catherine Miller, of Santa Fe County, a
_____ corporation, on behalf of said corporation.

My Commission Expires:

11/2/2014

[Signature]
NOTARY PUBLIC



STATE OF NEW MEXICO

BY: Gray Powell
COMMISSIONER OF PUBLIC LANDS