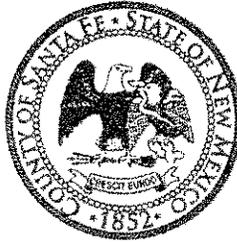


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

DATE: *September 11, 2017*

TO: *Board of County Commissioners*

FROM: *Michael Kelley, Public Works Department Director MK 9/13/17*

VIA: *Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting September 26, 2017*
Approval of Amendment No. 1 to Grant of Easement Agreement between Santa Fe County and Rancho Viejo de Santa Fe, Inc. (Public Works / Colleen Baker)

SUMMARY:

The purpose of this amendment is to modify the easement to allow a 10 foot wide paved trail per current American Association of State Highway and Transportation Officials (AASHTO) design standards for bicycle facilities.

BACKGROUND:

The Santa Fe County Sustainable Growth Management Plan, Sustainable Land Development Code and the Santa Fe Metropolitan Bicycle Master Plan call for a trail along the Arroyo Hondo to connect the N.M. Rail Runner Station at N.M. 599 to the Santa Fe Community College and to neighboring subdivisions, schools and businesses as part of a Countywide trail network. The trail is located within the Santa Fe Community College District and is identified as a District Trail in the Community College District Plan. District Trails are intended to serve as both transportation and recreational facilities.

In 2006 Ranch Viejo de Santa Fe Inc. granted an easement to Santa Fe County for the purpose of developing the Arroyo Hondo Trail for the benefit of the public. The original easement restricted the trail to an unpaved trail no more than 6 feet wide, except by mutual consent of the parties. Santa Fe County contracted with Loris and Associates, Inc. to design the Arroyo Hondo Trail. The Santa Fe County Sustainable Land Development Code requires that multi-use trails comply with American Association of State Highway and Transportation Officials (AASHTO) standards for bicycle facilities. In order to comply with current AASHTO design standards, Loris and Associates designed the trail as a 10 foot wide concrete paved trail. The easement must be amended to allow the County to construct a 10 foot wide paved trail within the easement.

ACTION REQUESTED:

Approval of Amendment No. 1 to Gant of Easement Agreement between Santa Fe County and Rancho Viejo de Santa Fe, Inc.



**AMENDMENT NO. 1
TO GRANT OF EASEMENT AGREEMENT BETWEEN
SANTA FE COUNTY AND RANCHO VIEJO DE SANTA FE, INC.**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2017 by and between **SANTA FE COUNTY**, (hereinafter referred to as "County"), and **UNIVEST-RANCHO VIEJO, LLC** a New Mexico limited liability company (as the successor in interest to **Rancho Viejo de Santa Fe, Inc.**

WHEREAS, on March 28, 2006, the County and Rancho Viejo De Santa Fe, Inc. entered into a Grant of Easement Agreement (Easement Agreement); and

WHEREAS, pursuant to a Special Warranty Deed dated December 22, 2010, and recorded as Instrument #1621125, records of Santa Fe County, New Mexico, executed between Univest-Rancho Viejo, LLC and Rancho Viejo de Santa Fe, Inc., the real property subject to the Easement Agreement was conveyed by Rancho Viejo de Santa Fe, Inc. to Univest-Rancho Viejo, and Univest-Rancho Viejo, LLC, became the successor in interest to the rights, duties and obligations of the Grantor under the terms of the Easement Agreement; and

WHEREAS, pursuant to the Assignment and Assumption of Founder's Rights and Obligations dated December 23, 2010, and recorded as Instrument #1621129, records of Santa Fe County, New Mexico executed between Rancho Viejo de Santa Fe, Inc. as assignor, and Univest-Rancho Viejo, LLC as assignee, assignor assigned all rights, title, interests and obligations as "Declarant" or "Founder" under the Community Documents (as defined therein) relating to the Rancho Viejo development to assignee; and

WHEREAS, the County and Univest-Rancho Viejo, LLC wish to amend the Easement Agreement to update certain provisions and information in the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree to amend the Agreement as follows:

1. Paragraph 2 of the Easement Agreement is deleted and replaced with the following:
 2. The Easement shall be 30 feet width throughout the Property, and any trail constructed within the Easement shall be constructed in accordance with current AASHTO design standards for bicycle facilities in accordance with the Santa Fe County Sustainable Land Development Code Ordinance 2016-9, Section 7.15.3.4 Trail Standards.
2. Paragraph 15, the notice information for the parties is deleted in its entirety and replaced with the following:

To Grantor: Univest-Rancho Viejo
Attn: Warren Thompson
PO Box 236
Santa Fe, New Mexico 87504

With Copy to: Summer Udall Hardwick & Jones, P. A.
200 W. Marcy Street, Suite 129
Santa Fe, New Mexico 87501

To Grantee: Santa Fe County Manager
102 Grant Avenue (hand delivery address)
Santa Fe, NM 87501
P.O. Box 276 (mail address)
Santa Fe, New Mexico 87504-0276

With Copy to: Santa Fe County Open Space and Trails Planner
102 Grant Avenue (hand delivery address)
Santa Fe, NM 87501
P.O. Box 276 (mail address)
Santa Fe, New Mexico 87504-0276

3 Exhibit B depicting the location of the Trail and referenced in the Easement Agreement is deleted and replaced with the attached Exhibit B.

4. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY:

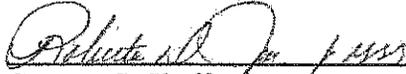
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

8-10-17
Date

UNIVEST-RANCHO VIEJO, LLC:



(Signature)

9-12-17
Date

Warren Thompson, Manager
(Print Name & Title)

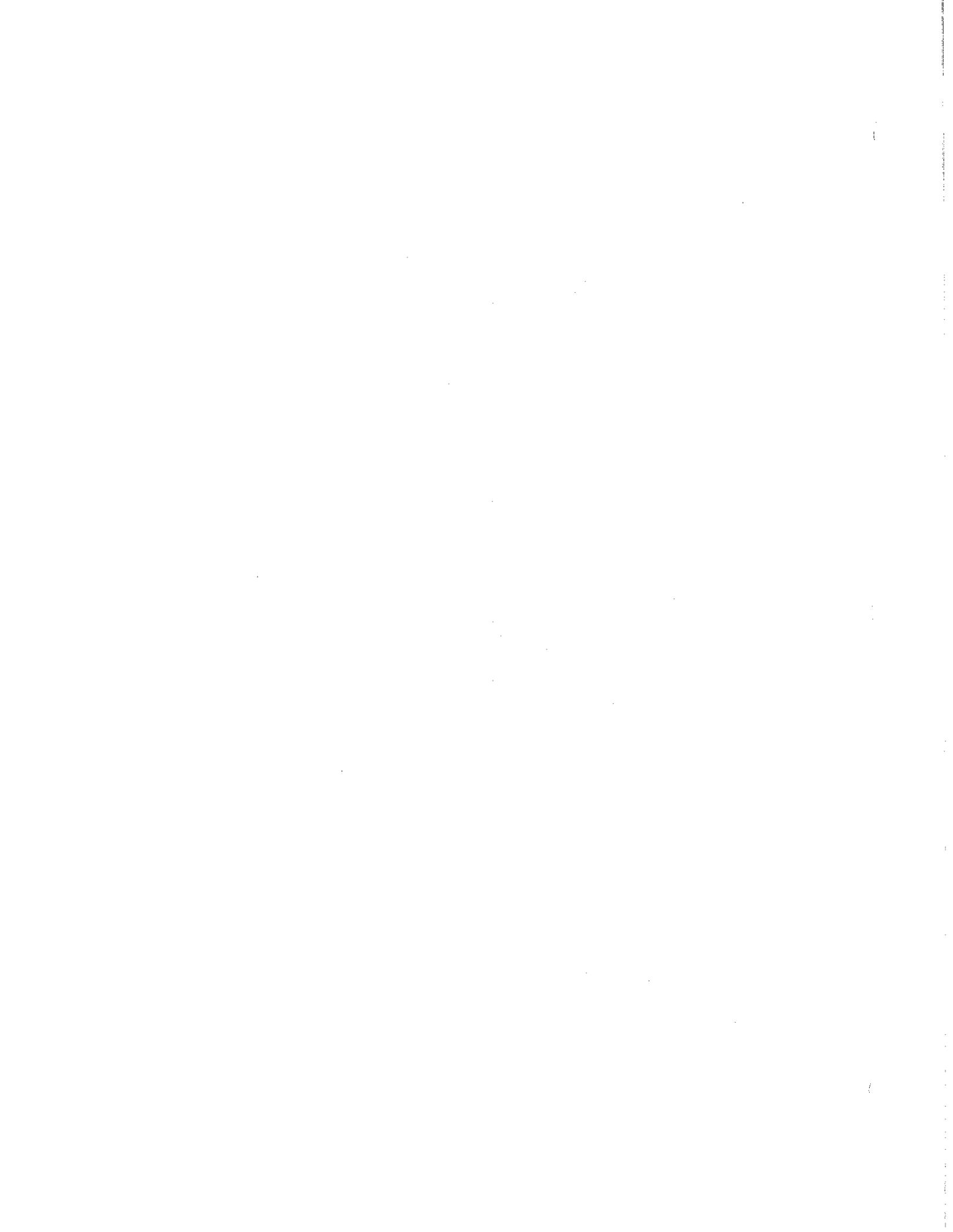
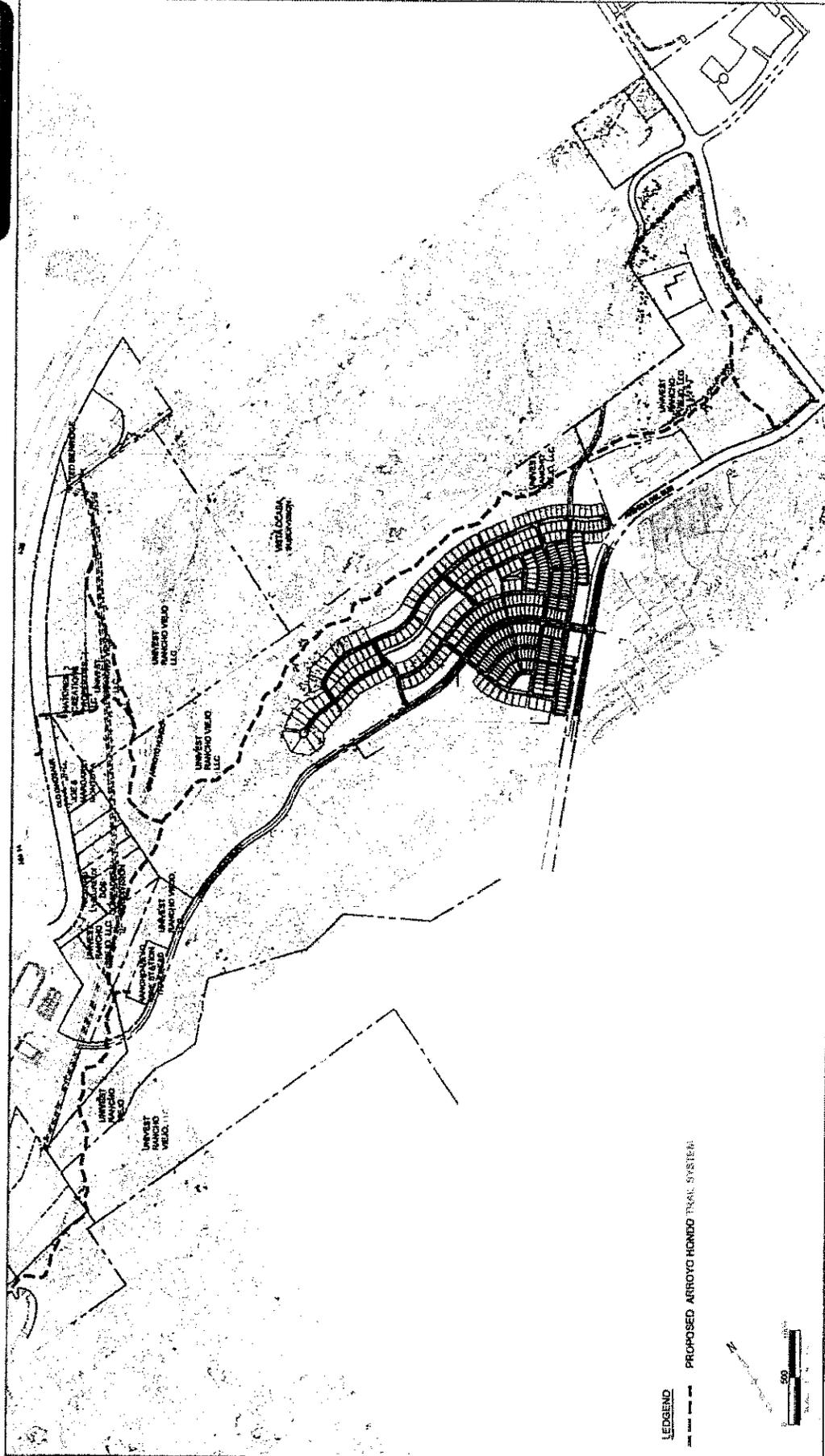


EXHIBIT
B



LEGEND
 --- VIA VERDE TRAIL
 --- VIA VERDE SUBSTATION

Print Date: Aug 08, 2017	Project No./Code: Arroyo Hondo Tr. 325-12126
File Name: Exhibit B-Revised May 17, 2017.dwg	As Constructed
Horizontal Scale: As Noted	No. Revisions
Vertical Scale: As Noted	Revised
Unit Information: Unit Leader Initials	Void:
Sheet Revisions:	Design: []
Date:	Checker: []
By:	Struct. Numbers: []
Checked by:	Sub: []
Reviewed by:	Sheet Subject: []
Approved by:	



Let's not invent the future.
 We're here to help you build it.



GRANT OF EASEMENT

THIS AGREEMENT is made this 28 day of March, 2006 by and between **RANCHO VIEJO DE SANTA FE, INC.**, whose address is 55 Canada del Rancho, Santa Fe, New Mexico 87508-3914, hereinafter referred to as "Grantor", and **SANTA FE COUNTY**, whose address in P.O. Box 276, Santa Fe, New Mexico 87504-0276, hereinafter referred to as "Grantee".

Grantor owns certain real property in Santa Fe County, New Mexico, hereinafter referred to as the "Property", more fully described by the attached Exhibit A, which is incorporated herein and made a part of this easement.

In consideration of the mutual covenants, terms and agreements contained herein, the Grantor hereby conveys to Grantee, an easement over and across the Property for the sole and exclusive purpose of developing a trail corridor easement that completes a portion of the proposed trail known as the Arroyo Hondo Trail for the benefit of the general public (hereinafter the "Easement"). The general location of the Easement is shown on the attached Exhibit B, which is incorporated herein and made a part of this Agreement.

It is agreed and understood by and between the parties hereto that the grant of the Easement by the Grantor as to the Grantee is subject to the following terms and conditions:

1. The Grantee agrees to survey the exact location of the Easement within sixty (60) days after completion of the Arroyo Hondo Trail.
2. The Easement shall be at least thirty (30') feet wide throughout the Property, and any Trail constructed within the Easement shall be no more than six feet (6') wide (hereinafter the "Trail"). The Trail's surface shall be unpaved, except by mutual consent of the Grantee and Grantor evidenced in an instrument in writing.
3. Grantee shall have the following rights, liabilities and obligations regarding the Easement: to design, lay out, mark, develop, construct, maintain or relocate the Trail; to adequately restrict the Trail from unauthorized vehicle traffic; to make minor topographical changes to the Easement for the necessity and convenience of locating the Trail (to the extent the same do not alter the natural course and drainage of the water); to post signs marking the Trail and its limitations; to enter upon the Easement and Property for all reasonable and/or necessary maintenance in connection with the Trail; and to manage vegetation through selective planting or removal of trees or exotic or nuisance plant species in order to maintain and enhance the scenic, natural and ecological value of the Trail corridor and the Easement. Grantor reserves the right to approve signs or fences for the Trail; such approval will be made in writing and will not be unreasonably withheld.
4. This Agreement shall permit the general public access over and across any Trail located within the Easement for so long as the Trail connects with the Arroyo Hondo Trail and remains for the benefit of the general public. The general public, however, shall be limited to access and use of the Trail for equestrian, foot, bicycle and / or cross-country skiing uses. Motor vehicles of

any kind shall be prohibited from using the Easement, except for (1) propelled or battery powered wheelchairs; (2) vehicles used by the Grantor as deemed necessary and reasonable; and (3) vehicles used by the Grantee for the construction or maintenance of the Trail. The Trail will be open for use by the general public from sunrise to sundown.

5. The Easement shall be non-exclusive so that roads and utilities can be located within the Easement as long as such uses do not interfere with purposes of the Easement as described herein.

6. Grantor shall notify Grantee in writing within at least ten (10) business days of any proposed uses by the Grantor of the Easement.

7. Grantor also hereby retains the right to relocate, but not terminate, the Easement in order to aid in the development of Grantor's lands over which the Trail Easement crosses; provided, however, any relocated easement shall maintain the connection to the Arroyo Hondo Trail easement and shall be reasonably acceptable to Grantee by written amendment to this Agreement. Grantor may obtain permission to cross the Easement with a road or roads, and utilities, etc. by written amendment to this Agreement. Grantor shall give reasonable written notice to Grantee, but in no event less than 180 days, of its intention to relocate the Easement. Grantor shall bear the expense of design, layout and construction of the relocated Trail. In the event the Easement is relocated, the relocated Easement shall be subject to all of the terms and provisions of this Agreement.

8. The Easement may also be relocated at the request of the Grantee. If relocation of the Easement is done at the behest of the Grantee, Grantee shall pay for that relocation. Grantee must have written approval from Grantor to relocate the Easement, and such approval shall not be unreasonably withheld. Any relocation shall be evidenced by an amendment to this Agreement and signed by both Grantor and Grantee, and each party agrees to execute any documents necessary to evidence the relocation of the Easement.

9. Santa Fe County Ordinance No. 2001-1, Rules and Regulations for County Parks, Trails and Open Space Areas, and as may be amended from time to time, shall govern the use of this Easement subject to limitations set forth herein.

10. Grantee agrees to keep the Trail and any and all improvements thereon free from rubbish and in a neat and safe condition. Grantee shall maintain at Grantee's sole cost and expense, in good condition and repair, any improvements Grantee makes upon said Trail. The Trail and improvements thereon shall not be used for displaying signs and notices other than those connected with the Trail. Such notices and signs shall be neat and properly maintained.

11. The terms, covenants and provisions of this Easement shall extend to and be binding upon the successors and assigns of the parties hereto and shall run with the land.

12. Grantee shall have the right to transfer the Easement created by this Agreement to any public agency or to any private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the U.S. Internal Revenue Code, and a qualified easement

holder under applicable laws of the State of New Mexico, and only if the agency or organization expressly agrees to assume in writing the obligations, liabilities, and responsibilities imposed on the Grantee by this Agreement. No transfer of the Easement shall be made without express written consent and approval of Grantor. Such approval may be withheld at Grantor's discretion.

13. In the event Grantor transfers the Property or any interest in the Property to any third party, Grantor shall notify Grantee in writing, and the document of conveyance conveying Grantor's interest in the property shall expressly refer to and include the full text of this Agreement.

14. Grantee shall bear all responsibility, including costs, related to the construction, operation, upkeep, maintenance, and repair of the Trail, unless otherwise stated in this Easement Agreement.

15. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given if and as of the date when (i) delivered in person, (ii) placed in the hands of a courier service (e.g., DHL or Federal Express) prepaid, (iii) sent by facsimile transmission, or (iv) placed in the United States mail, postage prepaid, return receipt requested, all addressed or sent by facsimile transmission, as applicable, to the following addresses or facsimile numbers, or to such other respective addresses and/or facsimile numbers as may be designated by a party by notice given in accordance with the provisions of this Section as follows:

To Grantor: Rancho Viejo de Santa Fe, Inc.
Attn: Isaac Pino
55 Canada del Rancho
Santa Fe, New Mexico 87508-3914
Facsimile Number 1-505-983-5237

To Grantee: Santa Fe County Manager
102 Grant Avenue (hand delivery address)
Santa Fe, NM 87501
P.O. Box 276 (mail address)
Santa Fe, New Mexico 87504-0276
Facsimile Number 1-505-995-2740

With Copy to:
Santa Fe County Attorney
102 Grant Avenue (hand delivery address)
Santa Fe, NM 87501
P.O. Box 276 (mail address)
Santa Fe, New Mexico 87504-0276
Facsimile Number 1-505-986-6362

Santa Fe County Open Space and Trails Division Director
205 Montezuma (hand delivery address)
Santa Fe, NM 87501

P.O. Box 276 (mail address)
Santa Fe, New Mexico 87504-0276
Facsimile Number 1-505-992-9868

16. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § § 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the party's liabilities as governed by common law or the New Mexico Tort Claims Act. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

17. This grant shall become effective upon its execution by Grantor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR: RANCHO VIEJO DE SANTA FE, INC.

Date: 3/28/06

By: *Isaac Pijo*
Isaac Pijo, Vice President & General Manager

GRANTEE: BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Date: 3/28/06

By: *Harry Montoya*
Harry Montoya
Chairman, Board of County Commissioners

ATTEST:
Valerie Espinoza
Valerie Espinoza
Santa Fe County Clerk



Approved as to Legal Sufficiency and Form:
Stephen C. Ross
Stephen C. Ross
Santa Fe County Attorney

TI 9511199

SPECIAL WARRANTY DEED

1340971

Rancho Viejo Limited Partnership, a New Mexico limited partnership, for valuable consideration, grants to Rancho Viejo de Santa Fe, Inc., a New Mexico corporation, whose address is 1590 Pacheco Street., Santa Fe, New Mexico 87501, the following described real estate in Santa Fe County, New Mexico:

Fourteen (14) tracts of contiguous lands as described on Exhibits "A" attached hereto and made a part hereof by this reference including all improvements, rights of way, easements, privileges, rights to use any road, street or access way adjacent to the described property, and any water or water rights, oil, gas and/or mineral rights or interests appurtenant to the aforescribed property

Subject however to: those exceptions as shown on Exhibits "A" attached hereto and made a part hereof by this reference as to each legal description respectively with special warranty covenants.

In Witness Whereof, the foregoing Special Warranty Deed was executed this 24 day of January, 1997.

RANCHO VIEJO LIMITED PARTNERSHIP,
a New Mexico limited partnership

By: MEYER-BEACHAM COMPANY OF NEW MEXICO, INC., a New Mexico corporation, General Partner

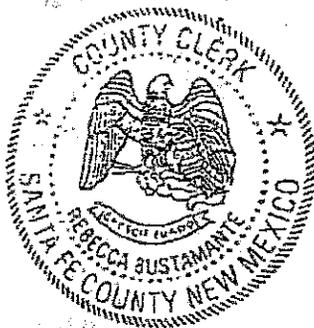
By: A. E. Meyer
L.E Meyer, President

By: LOS ATREVIDOS, INC., a New Mexico corporation, General Partner

By: Leland Thompson
Leland Thompson, R., President

By: DOS RIOS CORP., a New Mexico corporation, General Partner

By: William L. Chambers
William L. Chambers, President

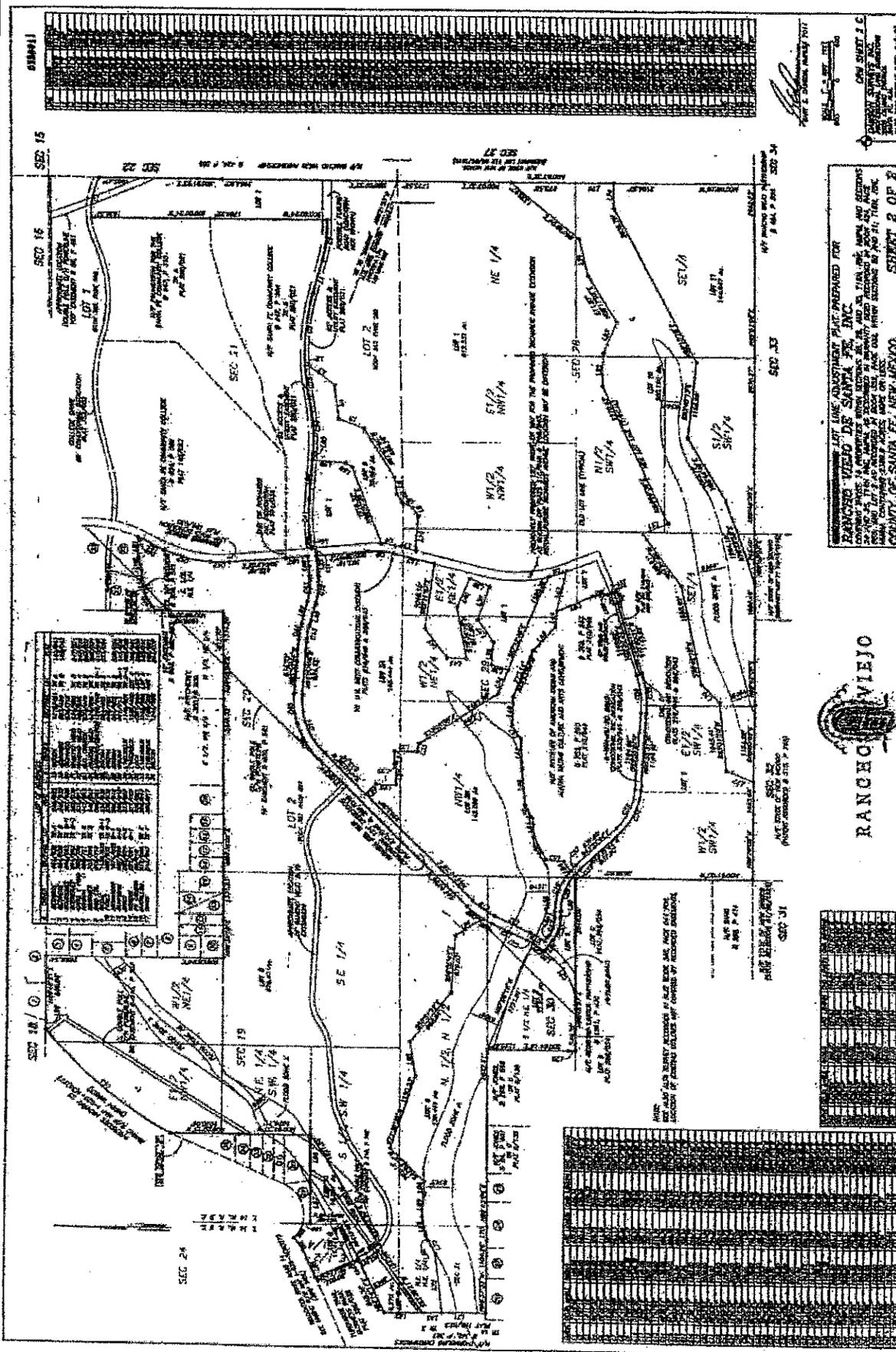


COUNTY OF SANTA FE
STATE OF NEW MEXICO

971-906)
SS)

I hereby certify that this instrument was filed for record on the 24 day of Jan A.D. 19 97 at 9:30 o'clock AM and was duly recorded in Book 1340 page 971 before the Board of Santa Fe County in my Hand and Seal of Office
Rebecca Bustamante
County Clerk Santa Fe County, NM

Maggie Deaton
Deputy



LET LINE ADJUSTMENT PLAN PREPARED FOR
RANCHO VIEJO DE SANTA FE, INC.
 COUNTY OF SANTA FE, NEW MEXICO. THIS PLAN AND SECTION
 2 OF THIS PLAN IS SUBJECT TO RECORD AND APPROVED BY THE STATE
 ENGINEER, COUNTY OF SANTA FE, NEW MEXICO. SHEET 2 OF 2

RANCHO VIEJO

WILL C. & M. W. W. W.
 W. C. & M. W. W. W.
 W. C. & M. W. W. W.

SEC 24
 SEC 23
 SEC 22
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 SEC 16
 SEC 15

SEC 24
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 SEC 19
 SEC 18
 SEC 17
 SEC 16
 SEC 15

Proposed Arroyo Hondo Trail



 Proposed Trail
 GPS Roads
SFC Parcels

 325 ft Buffer
 100 ft Buffer

*This information is reference only
Santa Fe County assumes no liability for
errors associated with the use of license data
Users are solely responsible for
confirming data accuracy*



Scale 1:4200
1 inch represents 350 feet

