

SANTA FE COUNTY

Resolution No. 2000-12

1729718

A RESOLUTION DEDICATING AN EASEMENT TO U.S. WEST COMMUNICATIONS FOR A FIBER OPTIC CABLE

WHEREAS, Santa Fe County has received a request from U.S. West Incorporated for a utility easement to install a fiber optic cable along the east side of the Santa Fe County Health Building parking area; and

WHEREAS, Santa Fe County General Services Department has met with the contractor that will perform the actual installation of the fiber optic cable, Paramount Designs, and the terms of the easement have been agreed upon; and

WHEREAS, the easement will be provided to U.S. West in exchange for a one time payment of \$4,000.00 to the County of Santa Fe; and

WHEREAS, the land required is described as a certain parcel of land an easement five (5) feet in width; said easement being further described as being; the westerly five (5) feet of the easterly ten (10) of that certain tract of land occupied by the Santa Fe County Health Center, located at 605 Letrado Street, Santa Fe, New Mexico bounded on the east side by Block 3, Galisteo Subdivision. A total distance of approximately 333.00 feet containing 0.038 acres more or less:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the Chairman of the Board is authorized to grant a dedicated easement to U.S. West for the installation of a fiber optic cable.

1729719

APPROVED, ADOPTED AND PASSED this 25th day of January, 2000.

BOARD OF COUNTY COMMISSIONERS

Joe S. Grifé, Jr.
Joe S. Grifé, Jr., Chairperson



Rebecca Bustamante
Rebecca Bustamante, County Clerk

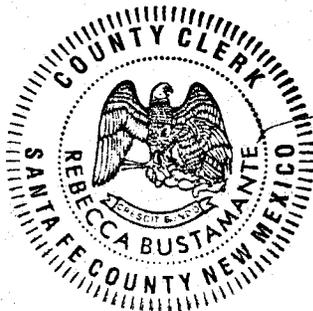
APPROVED as to form:

Denice Brown
Denice Brown, County Attorney

1104.196

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed
for record on the 26 day of Jan A.D.
20 00 at 8:26 o'clock a.m
and was duly recorded in book 1729
page 718-723 of the records of
Santa Fe County.



Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Marcello Salazar
Deputy

EASEMENT AGREEMENT

1729720

The undersigned Grantor(s) for and in consideration of \$4,000.00 Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto U S West Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 2701 Sawmill Road, Santa Fe New, Mexico 87505, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities, and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Santa Fe, State of New Mexico, which the Grantor owns or in which the Grantor has interest, to wit:

An easement five (5) feet in width; said easement being further described as being; the westerly five (5) feet of the easterly ten (10) of that certain tract of land occupied by the Santa Fe County Health Center, located at 605 Letrado Street, Santa Fe, New Mexico bounded on the east side by Block 3, Galisteo Subdivision. A total distance of approximately 333.00 feet. The above parcel contains 0.038 acres more or less.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right of way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land as identified on the attached construction drawings as approved by the Project Manager of the General Services Department of the County of Santa Fe of said easement.

(2) The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities. Grantor reserves the right to occupy, use and cultivate said easement for al purposes not inconsistent with the rights herein granted. Grantor covenants the they are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area without notification in writing to the Grantee.

The rights, conditions and provisions of this easement shall insure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the County of Santa Fe, New Mexico where the property is located.

Dated this 25th day of January, 2000.

DELEGATION OF AUTHORITY

1729722

I, Solomon D. Trujillo, President and Chief Executive Officer of U S WEST Communications, Inc., (the "Company") effective July 30, 1999, hereby delegate to Joseph A. Martinez the authority to execute documents and to take any actions necessary or desirable to accomplish the plans, programs and strategies of the Company, formerly known as The Mountain States Telephone and Telegraph Company, Northwestern Bell Telephone Company and Pacific Northwest Bell Telephone Company, related to easements, licenses, grants and permits in connection with right-of-way transactions. Said delegation shall be in effect from July 30, 1999 to December 31, 1999, and only as long as he holds the title of CP Design Engineer.

WITNESS HEREOF, I have hereunto set my hand as of this 27th day of July, 1999.

Joseph A. Martinez
Joseph A. Martinez
CP Design Engineer

Solomon D. Trujillo
Solomon D. Trujillo
President and Chief Executive Officer

STATE OF COLORADO)
)ss
COUNTY OF ARAPAHOE)

STATE OF COLORADO)
)ss
COUNTY OF DENVER)

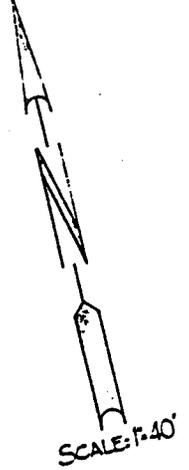
The foregoing instrument was acknowledged before me this 27 day of July, 1999, by Joseph A. Martinez, CP Design Engineer of U S WEST Communications, Inc., a Colorado corporation.

The foregoing instrument was acknowledged before me this 27th day of July, 1999, by Solomon D. Trujillo, President and Chief Executive Officer of U S WEST Communications, Inc., a Colorado corporation, on behalf of the corporation.

Daniel A. Florez
Notary Public
Serial Number (if any): _____
My commission expires: 6-24-2001

Cheryl A. Walliard
Notary Public
Serial Number (if any): _____
My commission expires: 11-13-2002

**DANIEL A. FLOREZ
NOTARY PUBLIC
STATE OF COLORADO**



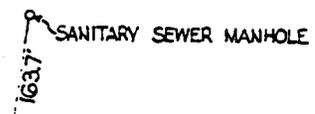
3530'

1729723

TRACT #1

TOTAL AREA: 2.0 ACRES, ±
INCLUDES
TRACT #1
TRACT #2
LETRADO ST. EXTENSION

CITY OF SANTA FE



GALISTEO SUBDIVISION N° 3
REPLAT OF BLOCK 3

Beginning at the Southwest corner of this tract, the center of a sanitary sewer manhole in the paved north of the Municipal Swimming Pool, bears S 42° 3' distant; thence N 14° 47' E, 353.0 feet to a 1/2 inch galvanized iron pipe; thence S 75° 41' E, 247.0 feet to a 1/2 inch galvanized iron pipe; thence S 14° 17' W, 263.16 feet to a 1/2 inch galvanized iron pipe; thence on a curve to the left, with a distance of 68.29 feet; a distance of 53.62 feet to a 3/4 inch galvanized iron pipe; thence S 59° 13' W, 700.1 feet to a 3/4 inch galvanized iron pipe; thence on a curve to the right, with a radius of 42.1 feet, a distance of 33.06 feet to a 3/4 inch galvanized iron pipe; thence S 14° 19' W, 8.0 feet to a 3/4 inch galvanized iron pipe; thence N 75° 41' W, 120.23 feet to a 1/2 inch galvanized iron pipe and the place and point of beginning.

DESCRIPTION OF TRACT #2

Beginning at the Southwest corner of this tract, the center of a sanitary sewer manhole in the paved north of the Municipal Swimming Pool, bears N 94° 12' W, 100 feet distant; thence N 59° 13' E, 58.78 feet to a 3/4 inch galvanized iron pipe; thence on a curve to the right, with a radius of 42.1 feet, a distance of 33.06 feet to a 1/2 inch galvanized iron pipe; thence S 14° 47' W, 49.84 feet to a 1/2 inch galvanized iron pipe; thence N 75° 41' W, 31.1 feet to a 3/4 inch galvanized iron pipe and the place and point of beginning.

Now Municipal Swimming Pool

47



C. Sanitary Sewer Manhole.

N 14° 47' E
N 27° 40' E
N 84° 12' W

247.0'

120.23'

S 14° 19' W 8.0'

65.67'

LETRADO

OUTSIDE CURVE
Δ = 45°
T = 28.28'
R = 68.29'
L = 53.62'

S 59° 13' W

N 55° 13' E
N 75° 41' W

58.78'

31.1'

49.84'

353.0'

225.0'

140.4'

40.00'

140.4'

INSIDE CURVE

Δ = 45°

T = 11.72'

R = 28.29'

L = 22.21'

S 75° 13' E

STREET EXTENSION

140.4'

40.00'

140.4'

40.00'

353.0'

140.4'

40.00'

140.4'

40.00'

140.4'

40.00'

140.4'

40.00'

STREET

LUISA

MUNICIPAL SWIMMING POOL

CERTIFICATE

I hereby certify that this plat and the field notes thereon are a true and correct copy of a survey made in the field under my direction, April 1958 and May 22nd 1958

STATE OF NEW MEXICO
COUNTY OF SANTA FE } 228,538
I hereby certify that this instrument was filed for record on the 12 day of June A. D. 19 58 at 3:16 o'clock P. M. and was duly recorded in book 7 of the records of page 118

SANTA FE COUNTY COMMISSION
TRACTS OF LAND
SURVEYED FOR
SANTA FE COUNTY HEALTH CENTER