

SANTA FE COUNTY

Resolution No. 2000- 37

1749914

**A RESOLUTION GRANTING OF AN EASEMENT
TO ELDORADO UTILITIES INC. TO A WELL SITE**

WHEREAS, Santa Fe County has received a request from Eldorado Utilities, Inc., A New Mexico corporation, for a utility easement along the south side of the County Park also referenced as "Eldorado At Santa Fe Unit 3, Block 11 thru 17, Tracts "B" thru "J", Canada De Los Alamos Grant;

WHEREAS, Santa Fe County Resource Development Department has met with Eldorado Utilities Inc. representatives and have agreed with the terms of the easement;

WHEREAS, the non-exclusive easement will be provided to Eldorado Utilities Inc. for the sole use of installation, use, production, maintenance and repair of a water well, water lines, utility service thereto and for related uses for the Well;

WHEREAS, the easement will be provided to Eldorado Utilities Inc. in exchange for a one time payment of \$ 9,288.00 to Santa Fe County; and

WHEREAS, the land required be described as a certain parcel of land in Santa Fe County, more particularly described as 9.53 acre Park within Unit 3, Eldorado At Santa Fe, subdivision. Beginning at the southeast corner of the existing park on the westerly right of way line of Avenida Torreon, N71 52'21"W, 183.30 feet to the southeast corner and true point of beginning of the easement. N75 '00"W, 104.03 feet to the Southwest corner of the easement. N01 00'00"W, 95.71 feet to the Northwest corner of the easement. N89 00'00"E, 100.00 feet to the Northeast corner of the easement. S01 00'00"E, 124.38 feet to the Southeast corner and true point of beginning of the easement. The said easement contains 11,003.256 square feet 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 non-exclusive easement to Eldorado Utilities Inc.

APPROVED, ADOPTED AND PASSED THIS 28th day of March 2000.

BOARD OF COUNTY COMMISSIONERS

1749915



Joe S. Grine, Jr.
Joe S. Grine, Jr. Chairperson

Rebecca "Becky" Bustamante
Rebecca "Becky" Bustamante, County Clerk

APPROVED as to form:

Maurit Rude I
Office of the Santa Fe County Attorney



1111 115
COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO }
I hereby certify that this instrument was filed
for record on the 29 day of Mar A.D.
20 00, at 1:05 o'clock Pm
and was duly recorded in book 1749
page 914-915 of the records of
Santa Fe County.

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

Vanessa Salazar
Deputy

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Grant") is made this 28th day of ~~February~~ *March*, 2000 by and between THE COUNTY OF SANTA FE, NEW MEXICO, a political subdivision of the State of New Mexico ("Grantor"), and EL DORADO UTILITIES, INC., a New Mexico corporation, ("Grantee").

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WHEREAS, Grantor is the fee simple owner of that certain real estate in Santa Fe County, New Mexico, more particularly described as 9.53 acre Park within Unit 3, Eldorado At Santa Fe, subdivision, as such Park is shown and described on the plat entitled "Eldorado At Santa Fe Unit 3, Blocks 11 thru 17, Tracts "B" thru "J," Canada De Los Alamos Grant, Santa Fe County, New Mexico, sheet 12" and filed in the office of the County Clerk of Santa Fe County, New Mexico, on July 22, 1974 as Document No. 366,746 (the "Property"); and

WHEREAS, Grantee desires a well site easement as shown and described in Exhibit A, attached hereto and incorporated herein by reference ("Easement") in, on, under, across and over the Property; and

WHEREAS, Grantor is willing to grant such an easement.

NOW, THEREFORE, the parties agree as follows:

PROPERTY

1. Grantor hereby declares and grants to Grantee a non-exclusive easement in, under, upon, over and across the Property, as described below and in Exhibit A, attached hereto:

That certain easement situate within an existing park and being the same park as shown and designated on the plat entitled "Eldorado At Santa Fe, Unit 3, Blocks 11 thru 17, Tracts "B" thru "J", Canada De Los Alamos Grant, Santa Fe County, New Mexico, Sheet 12" filed in the office of the County Clerk of Santa Fe County, New Mexico on July 22, 1974, as

Document No. 366,746 and which is more particularly described by metes and bounds as follows:

Beginning, for a tie, at the southeast corner of the existing park, a point on the westerly right of way line of Avenida Torreon, thence, N71 52'21"W, 183.30 feet to the southeast corner and true point of beginning of the Easement herein described;

Thence, N75 00'00"W, 104.03 feet to the southwest corner of the easement herein described;

Thence, N01 00'00"W, 95.71 feet to the northwest corner of the easement herein described;

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Thence, N89 00'00"E, 100.00 feet to the northeast corner of the easement herein described;

Thence S01 00'00"E, 124.38 feet to the southeast corner and true point of beginning of the easement herein described.

Said easement contains 11,003.256 square feet (0.2526 acres), more or less.

2. The Easement shall be used by Grantee solely for the installation, use, production, maintenance and repair of a water well, water lines, utility service thereto and for related uses (the "Well"), such other related uses shall be with the consent of the Grantor, and for the ingress and egress thereto.

TERM

3. In consideration of Grantee's performance under the terms and conditions of this Grant, Grantor hereby grants to Grantee a perpetual Easement.

PURCHASE PRICE OF EASEMENT

4. A. For and in consideration for the permission given by Grantor under this Grant, Grantee shall pay to Grantor a lump sum of \$8,600, based upon an appraisal by Howden & Associates, which represented the fair market value of the land, plus a sum equal to 8% of the total amount of the appraisal. This amount compensates the

Grantor for the use of the Well from the date of the filing of the Application for Permit with the State Engineer's Office, which was March 5, 1999, to the present.

B. Grantee shall pay for the cost of the appraisal.

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SITE ACCESS

5. Persons other than employees, contractors, and invitees of Grantor, its successors and assigns are not permitted to use said property without the written consent of the Grantor. Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with the rights granted herein. Grantor shall have the right to enter into and upon the Easement at all reasonable times for the purpose of inspecting the premises.

PROTECTION OF FACILITY

6. The Grantee shall construct an enclosed, Well house surrounding the Well site. The Grantee shall obtain a development permit from the Grantor for said Well house prior to commencing construction. Grantee shall keep the area within the Easement free of debris and shall maintain the area in as good a condition as before the work involving such disturbance was commenced.

7. Said Well shall be constructed, reconstructed, and maintained by and at the sole expense and cost of the Grantee.

8. Grantee, its successors and assigns shall have complete responsibility for installation, maintenance, and repair of the Well.

9. Grantee is solely liable for any contamination of soils and/or ground water

resulting from its activities at the site, including all costs related thereto, and any destruction of natural resources.

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10. Except in an emergency situation which would endanger the health or safety of the public if not attended to immediately, Grantee shall use its best efforts to give written notice to the Grantor of its intent to install any new equipment or to alter the equipment at the site, but under no circumstances shall Grantee do anything that would enlarge or alter the dimensions of the Easement . Such notice shall be given to the Land Use Administrator not less than ten (10) days prior to the anticipated commencement of the work.

11. The Grantee shall furnish the Grantor with all plans and State and County approvals for the drilling of the Well, including all access and data and results of drilling and testing, and shall provide records of water usage to the County Hydrologist on an annual basis.

12. Grantee shall comply with all County, State of New Mexico and federal laws when undertaking any work within the area of the Easement.

INDEMNIFICATION/INSURANCE

13. A. Grantee , its successors and assigns, shall indemnify and hold harmless the Grantor, its successors and assigns, from and against any and all losses, damages, claims, liability, suites, proceedings, costs and expenses, including attorneys' fees, arising out of the use and maintenance of said Well and Easement in the construction, reconstruction, use operation and maintenance of Grantee's facilities thereon, including any negligent or intentional act or omission of Grantee, its officers, employees agents and subcontractors, and any other persons who might be injured as a result of the actions of the Grantee's employees, officers, agents or subcontractors.

B. By granting this Easement, the Grantor and its "public employees," as defined by the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses and do not waive any limitations pursuant to law. No provision in this Grant modifies or waives any provision of the New Mexico Tort Claims Act.

C. Grantee shall procure and maintain, during the life of this Grant, a comprehensive general liability insurance policy, applicable to the use of the Easement for the installation, maintenance and location of the Well in amounts not less than \$1,000,000 each occurrence of liability for bodily injury, including death, and property damage. If during the life of this Grant, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, Sections 41-4-1 through 41-4-27, as amended NMSA 1978, Grantee shall increase the maximum limits of insurance required herein to reflect such increase. The County of Santa Fe shall be a named additional insured under such policy. Grantee shall furnish to the Grantor a certificate of insurance evidencing the above coverage. Such insurance shall contain a contractual liability endorsement which shall cover the obligations assumed under this Grant and such other endorsement or endorsements as, in the opinion of the Grantor, may be necessary or advisable to fully protect and indemnify the Grantor. In addition, such insurance shall contain notification provisions whereby the insurance company agrees to give thirty (30) days notice to the Grantor of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the certificates that are to be provided to the Grantor. It is understood and agreed that the liability assumed by Grantee in this Grant shall not be limited to the insurance coverage stipulated herein.

TERMINATION

14. A. This Grant shall terminate if Grantee fails to use the Easement for a

continuous period of two (2) years. If Grantee abandons, vacates, or surrenders the Well, or is dispossessed by process of law, or otherwise, Grantee shall restore the Well and surrounding area to the condition that it was prior to the Grant of this Easement.

B. Upon any termination of this Grant, the Grantor shall have the right to re-enter and repossess the Easement property, and upon termination, any permission Grantee may have had under this Grant to enter upon in any way or utilize the Easement for any purpose shall extinguish and have no further effect. Grantee shall leave the site in a good, clean and with natural resources in tact, as is practicable.

AMENDMENTS

15. This Grant may be altered, modified or amended by either party only upon mutual written assent of both parties.

CONFLICTS OF INTEREST

16. Where there exists a conflict between any limitation or requirement in this Grant or in the Santa Fe County Land Development Code or in any County ordinance, regulation or law, the more restrictive limitation or requirement shall apply, except that the County shall not prohibit use of the Easement for a Well.

HOOKUP

17. The Grantee shall provide for a hookup to the Well system for the Grantor for electric power to be used for the library being constructed by the Grantor. The Grantee shall pay for all hookup costs. After satisfactory hookup, the Grantor shall pay

any costs related to the use of electricity and any service charges related to the electric power.

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INTEGRATION

18. This Grant incorporates all of the understandings, covenants and agreements between the parties hereto concerning the subject matter hereof, and all such understandings, covenants and agreements have been merge into this written Grant.

SEVERABILITY

19. If any term or condition of this Grant shall be held invalid or non-enforceable, the remainder of this Grant shall not be affected and shall be valid and enforceable to the fullest extent of the law.

APPLICABLE LAW

20. This Grant shall be governed by and be subject to the laws of the State of New Mexico.

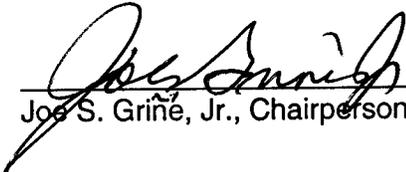
RECORDING

21. This Grant shall be recorded in the County Clerk's Office for the County of Santa Fe within in thirty (30) days of the execution of this Grant.

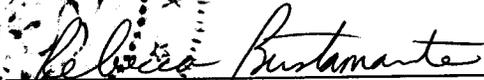
IN WITNESS WHEREOF, this Grant has been executed as of the date first
above written.

1749923

BOARD OF COUNTY COMMISSIONERS

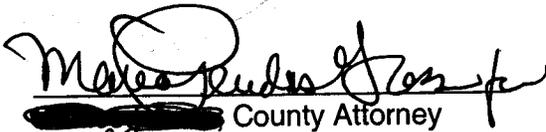

Joe S. Grife, Jr., Chairperson




Rebecca Bustamante, County Clerk

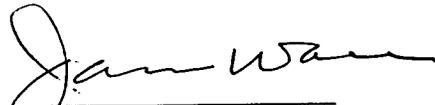
Date: 3/28/2000

APPROVED AS TO LEGAL FORM:

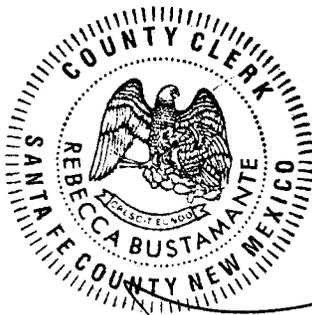

County Attorney

Date: 3/28/00

EL DORADO UTILITIES, INC.

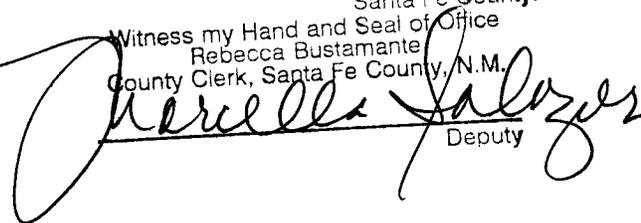
BY 
James Wall, President

Date: 3/28/00



111116
COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed
for record on the 29 day of Mar A.D.
20 00 at 1:06 o'clock P.m.
and was duly recorded in book 1749
page 910-925 of the records of
Santa Fe County.

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


Deputy

580000

INVOICE NUMBER	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT PAID
FEE	2/28/00	EASEMENT FEE	9,288.00	.00	9,288.00

THE ATTACHED CHECK IS IN FULL PAYMENT OF INVOICES LISTED ABOVE. PLEASE DETACH THIS INVOICE BEFORE DEPOSITING CHECK. NO OTHER RECEIPT NECESSARY.

ELDORADO UTILITIES INC.
333 RIO RANCHO DRIVE
RIO RANCHO NM 87124

VOID AFTER 90 DAYS

CHECK NO. 580000

NORWEST BANK NEW MEXICO, N.A.
RIO RANCHO OFFICE
RIO RANCHO, N.M. 87124

95-219
1070

DATE	AMOUNT
2/28/00	\$9,288.00

PAY NINE THOUSAND TWO HUNDRED EIGHTY EIGHT DOLLARS AND 00/100*****

TO THE
ORDER OF: COUNTY OF SANTA FE
P.O. BOX 1985
SANTA FE NM 87504-1985

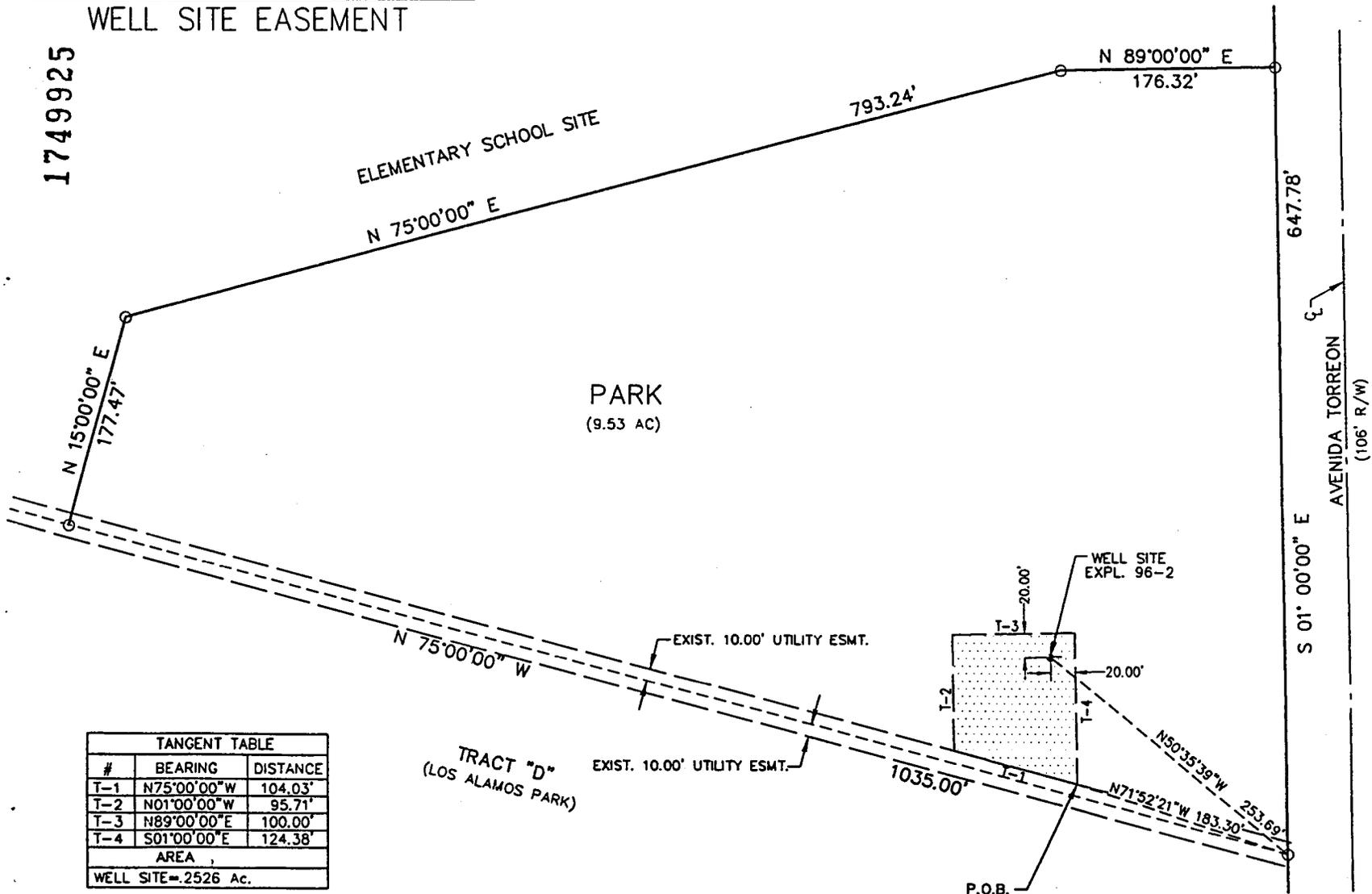
Bay L Sullivan

⑈580000⑈ ⑆107002192⑆ 1006019496⑈

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EXHIBIT A

WELL SITE EASEMENT



SCALE: 1"=100'

TANGENT TABLE		
#	BEARING	DISTANCE
T-1	N75°00'00"W	104.03'
T-2	N01°00'00"W	95.71'
T-3	N89°00'00"E	100.00'
T-4	S01°00'00"E	124.38'
AREA		
WELL SITE = .2526 Ac.		