

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Joseph Fleischer ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 203 Paseo Primero ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature)

Date: 12-27-18

Name: Joseph Fleischer
Address: 2173 Paseo Primero
Telephone: 505-982-9330
Email: Joeyfly@aol.com

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:14 AM
And Was Duly Recorded as Instrument # **1884353**
Of The Records Of Santa Fe County

[Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

OKLAHOMA
State of ~~New Mexico~~)
) ss
OKLAHOMA
County of ~~Santa Fe~~)

This instrument was acknowledged before me on January 22nd, 2019 (date) by Joseph H. Schaefer (Property Owner).



Trisha Marie King
Signature of Notarial Officer

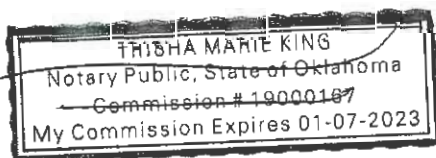
(Seal, if any)

My commission expires: 01/07/2023

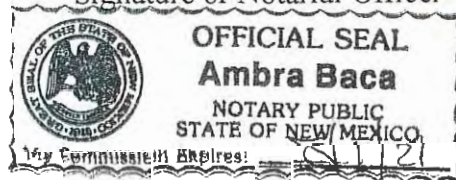
Santa Fe County

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

This instrument was acknowledged before me on April 19, 2019 as January 22nd, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.



Ambra Baca
Trisha Marie King
Signature of Notarial Officer



(Seal, if any)

My commission expires: 01/07/2023

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Eric Flynn, Garrison Fly ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2125 Paseo del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

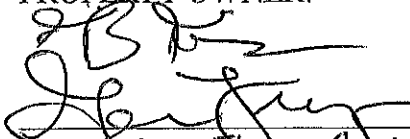
14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

 (Signature)

Date: 9/14/2018

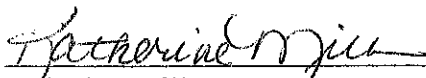
Name: Eric Flynn, Garrison Flynn

Address: 3253 Paseo del Monte

Telephone: ~~505~~ 909-238-0384

Email: ericbflynn@gmail.com

SANTA FE COUNTY:

By:  (Signature) Date: 4/19/19

Katherine Miller

County Manager

APPROVED AS TO FORM:


Gregory S. Shaffer, County Attorney

Date: 4/16/19


R. BRUCE FREDERICK

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:15 AM
And Was Duly Recorded as Instrument # **1884354**
Of The Records Of Santa Fe County



Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on September 14, 2018 (date) by Eric Flynn (Property Owner).



OFFICIAL SEAL
MARIAH WATKINS
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 11/25/2021

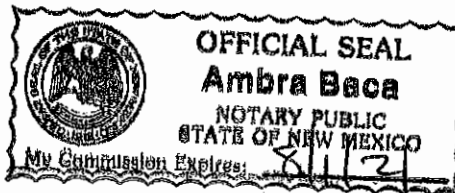
Mariah Watkins
Signature of Notarial Officer

(Seal, if any)

My commission expires: _____

Santa Fe County

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



This instrument was acknowledged before me on April 18, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21



ASAP

Trust 4 Lots original 4 meters

EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and "Lopez TRUST" ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date"). Ramon José López - Vance Lopez

RECITALS - water meters locations

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3233 Paseo del Monte ("Property") within Hyde Park Estates. LOT F-1, LOT F-2, LOT 17 and TRACT 2
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Name:

Address:

Telephone:

Email:

(Signature)

Date:

SANTA FE COUNTY:

By:

(Signature)

Date:

Katherine Miller

County Manager

APPROVED AS TO FORM:

(Signature)

Date:

Gregory S. Shaffer, County Attorney

R. Bruce Fredericks



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:16 AM
And Was Duly Recorded as Instrument # 1884355
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

Property Owner

(Seal, if any)

My commission expires: 8/1/24

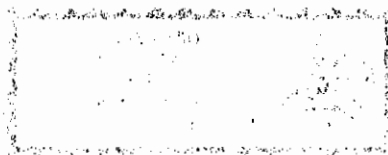


EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Luke Washburn ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2125 Paseo del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Y Washburn (Signature) Date: 5-26-17
Name: LUKE WASHBURN
Address: 2125 Paseo del Monte, Santa Fe, NM 87501
Telephone: 505-603-7899
Email: luke-washburn@yahoo.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4-19-19
Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Frederick
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:17 AM
And Was Duly Recorded as Instrument # 1884356
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

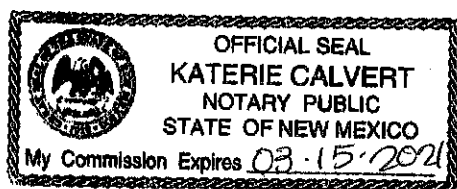
ACKNOWLEDGEMENTS


Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on May 24, 2017 (date) by Luke Washburn (Property Owner).




Signature of Notarial Officer

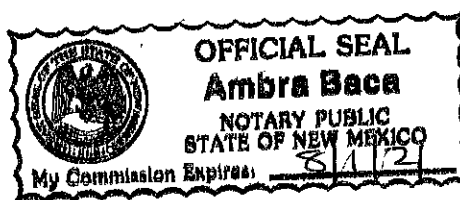
(Seal, if any)

My commission expires: 03.15.2021

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amelia Baca
Signature of Notarial Officer

THE
NEW
YORK

CITY
OF
EDUCATION

SCHOOL
DIVISION

REPORT
ON
THE
WORK
FOR
THE
YEAR
1908-1909

PART
I.
GENERAL
STATEMENTS

BUREAU OF
STATISTICS

NEW YORK:
1910

(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Jack Dant, Carlie McConally ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3262 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
- 2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature] (Signature)
Name: Jack Dant
Address: 3262 Pasco Del Monte
Telephone: 505 466 9090
Email: dantjack@gmail.com

Date: 4-8-17²¹₅₀

SANTA FE COUNTY:

By: [Signature] (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

[Signature]
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/18/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:18 AM
And Was Duly Recorded as Instrument # 1884357
Of The Records Of Santa Fe County

Deputy [Signature] Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on April 21, 2017 (date) by Jack D. Dant (Property Owner).



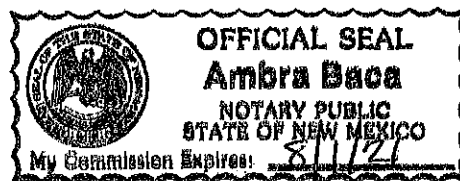
(Seal, if any)

My commission expires: November 30, 2020

Signature of Notarial Officer

1993

Santa Fe County



State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on April 18th, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amira Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: _____

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Catherine Hresiger ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2121 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner, *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Catherine Miller (Signature)

Date: 11/15/2017

Name:

Address:

Telephone:

Email:

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4/19/19
Katherine Miller
County Manager

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney
R. Bruce Fredericks

Date: 4/16/19



COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:19 AM
And Was Duly Recorded as Instrument # 1884358
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

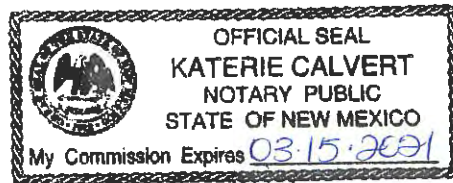
ACKNOWLEDGEMENTS


Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on Nov. 15 2017 (date) by Catherine Hiesiger (Property Owner).




Signature of Notarial Officer

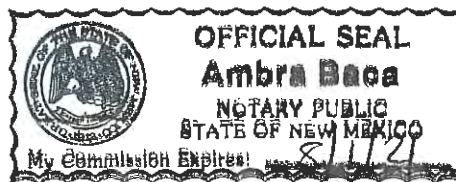
(Seal, if any)

My commission expires: _____

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18th 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amir Brea
Signature of Notarial Officer

(Seal, if any)

My commission expires: _____

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and DAVID COLLINS ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3264 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

[Signature]

(Signature)

Date: 4/20/19

Name:

Address: 10100 NORTH CENTRAL EXPWY; STE 300; DALLAS, TX 75231

Telephone: 972-365-9309

Email: david.collins@perkinswill.com

SANTA FE COUNTY:

By: [Signature]

(Signature)

Date: 4-19-19

Katherine Miller

County Manager

APPROVED AS TO FORM:

[Signature]

Gregory S. Shaffer, County Attorney

R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:20 AM
And Was Duly Recorded as Instrument # **1884359**
Of The Records Of Santa Fe County

Deputy

[Signature]

Witness My Hand And Seal Of Office

Geraldine Salazar

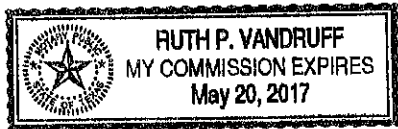
County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

Texas
State of ~~New Mexico~~)
Dallas) ss
County of ~~Santa Fe~~)

This instrument was acknowledged before me on April 20, 2017 (date) by David E. Collins (Property Owner).



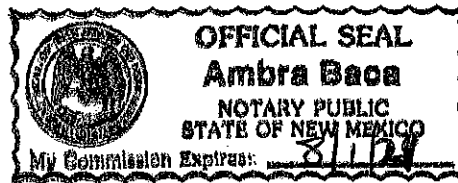
Ruth P. Vandruff
Signature of Notarial Officer

(Seal, if any)

My commission expires: May 20, 2017

Santa Fe County

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



This instrument was acknowledged before me on April 19, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

REC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: _____

SEC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and DEN MITCHELLMAN THOM VASALLO ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2116 PASO DEL MONTE ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Tania Vasallo

TANIA VASALLO (Signature) Date: SEPT 12th 2018

Name: ~~BOB MITTLEMAN~~ TANIA VASALLO

Address: 2116 PASEO DEL MONTE SANTA FE NM 87501

Telephone: 267-403-7905

Email: RINYA3@GMAIL.COM

SANTA FE COUNTY:

By: *Katherine Miller* (Signature) Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R. Bruce Frodenick

Gregory S. Shaffer, County Attorney

R. Bruce Frodenick

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:21 AM
And Was Duly Recorded as Instrument # 1884360
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy *Geraldine Salazar* County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on September 17, 2018 (date) by Benjamin Metteman and Tania Vasallo (Property Owner).



OFFICIAL SEAL
Patricia Garcia

NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: 09/22/2019
(Year, if any)

Paul

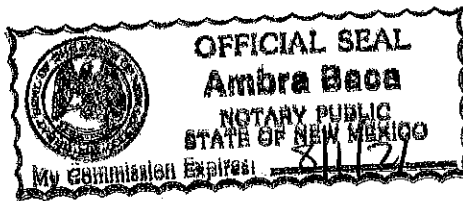
Signature of Notarial Officer

My commission expires: 09/05/2019

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amber Baca

Signature of Notarial Officer

2000年12月
 2001年1月
 2001年2月
 2001年3月
 2001年4月
 2001年5月
 2001年6月
 2001年7月
 2001年8月
 2001年9月
 2001年10月
 2001年11月
 2001年12月
 2002年1月
 2002年2月
 2002年3月
 2002年4月
 2002年5月
 2002年6月
 2002年7月
 2002年8月
 2002年9月
 2002年10月
 2002年11月
 2002年12月
 2003年1月
 2003年2月
 2003年3月
 2003年4月
 2003年5月
 2003年6月
 2003年7月
 2003年8月
 2003年9月
 2003年10月
 2003年11月
 2003年12月
 2004年1月
 2004年2月
 2004年3月
 2004年4月
 2004年5月
 2004年6月
 2004年7月
 2004年8月
 2004年9月
 2004年10月
 2004年11月
 2004年12月
 2005年1月
 2005年2月
 2005年3月
 2005年4月
 2005年5月
 2005年6月
 2005年7月
 2005年8月
 2005年9月
 2005年10月
 2005年11月
 2005年12月
 2006年1月
 2006年2月
 2006年3月
 2006年4月
 2006年5月
 2006年6月
 2006年7月
 2006年8月
 2006年9月
 2006年10月
 2006年11月
 2006年12月
 2007年1月
 2007年2月
 2007年3月
 2007年4月
 2007年5月
 2007年6月
 2007年7月
 2007年8月
 2007年9月
 2007年10月
 2007年11月
 2007年12月
 2008年1月
 2008年2月
 2008年3月
 2008年4月
 2008年5月
 2008年6月
 2008年7月
 2008年8月
 2008年9月
 2008年10月
 2008年11月
 2008年12月
 2009年1月
 2009年2月
 2009年3月
 2009年4月
 2009年5月
 2009年6月
 2009年7月
 2009年8月
 2009年9月
 2009年10月
 2009年11月
 2009年12月
 2010年1月
 2010年2月
 2010年3月
 2010年4月
 2010年5月
 2010年6月
 2010年7月
 2010年8月
 2010年9月
 2010年10月
 2010年11月
 2010年12月
 2011年1月
 2011年2月
 2011年3月
 2011年4月
 2011年5月
 2011年6月
 2011年7月
 2011年8月
 2011年9月
 2011年10月
 2011年11月
 2011年12月
 2012年1月
 2012年2月
 2012年3月
 2012年4月
 2012年5月
 2012年6月
 2012年7月
 2012年8月
 2012年9月
 2012年10月
 2012年11月
 2012年12月
 2013年1月
 2013年2月
 2013年3月
 2013年4月
 2013年5月
 2013年6月
 2013年7月
 2013年8月
 2013年9月
 2013年10月
 2013年11月
 2013年12月
 2014年1月
 2014年2月
 2014年3月
 2014年4月
 2014年5月
 2014年6月
 2014年7月
 2014年8月
 2014年9月
 2014年10月
 2014年11月
 2014年12月
 2015年1月
 2015年2月
 2015年3月
 2015年4月
 2015年5月
 2015年6月
 2015年7月
 2015年8月
 2015年9月
 2015年10月
 2015年11月
 2015年12月
 2016年1月
 2016年2月
 2016年3月
 2016年4月
 2016年5月
 2016年6月
 2016年7月
 2016年8月
 2016年9月
 2016年10月
 2016年11月
 2016年12月
 2017年1月
 2017年2月
 2017年3月
 2017年4月
 2017年5月
 2017年6月
 2017年7月
 2017年8月
 2017年9月
 2017年10月
 2017年11月
 2017年12月
 2018年1月
 2018年2月
 2018年3月
 2018年4月
 2018年5月
 2018年6月
 2018年7月
 2018年8月
 2018年9月
 2018年10月
 2018年11月
 2018年12月
 2019年1月
 2019年2月
 2019年3月
 2019年4月
 2019年5月
 2019年6月
 2019年7月
 2019年8月
 2019年9月
 2019年10月
 2019年11月
 2019年12月
 2020年1月
 2020年2月
 2020年3月
 2020年4月
 2020年5月
 2020年6月
 2020年7月
 2020年8月
 2020年9月
 2020年10月
 2020年11月
 2020年12月
 2021年1月
 2021年2月
 2021年3月
 2021年4月
 2021年5月
 2021年6月
 2021年7月
 2021年8月
 2021年9月
 2021年10月
 2021年11月
 2021年12月
 2022年1月
 2022年2月
 2022年3月
 2022年4月
 2022年5月
 2022年6月
 2022年7月
 2022年8月
 2022年9月
 2022年10月
 2022年11月
 2022年12月
 2023年1月
 2023年2月
 2023年3月
 2023年4月
 2023年5月
 2023年6月
 2023年7月
 2023年8月
 2023年9月
 2023年10月
 2023年11月
 2023年12月
 2024年1月
 2024年2月
 2024年3月
 2024年4月
 2024年5月
 2024年6月
 2024年7月
 2024年8月
 2024年9月
 2024年10月
 2024年11月
 2024年12月
 2025年1月
 2025年2月
 2025年3月
 2025年4月
 2025年5月
 2025年6月
 2025年7月
 2025年8月
 2025年9月
 2025年10月
 2025年11月
 2025年12月
 2026年1月
 2026年2月
 2026年3月
 2026年4月
 2026年5月
 2026年6月
 2026年7月
 2026年8月
 2026年9月
 2026年10月
 2026年11月
 2026年12月
 2027年1月
 2027年2月
 2027年3月
 2027年4月
 2027年5月
 2027年6月
 2027年7月
 2027年8月
 2027年9月
 2027年10月
 2027年11月
 2027年12月
 2028年1月
 2028年2月
 2028年3月
 2028年4月
 2028年5月
 2028年6月
 2028年7月
 2028年8月
 2028年9月
 2

(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and James B + Linda K Strand ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3249 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
- 2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.
4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.
5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:
- 5.1. Existing native vegetation will not be restored.
- 5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.
6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.
7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.
8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

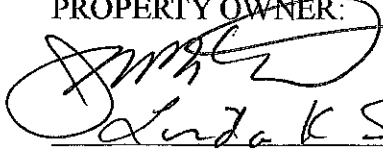
14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

 (Signature)

Date: 5/30/17

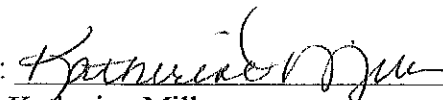
Name: JAMES B. & LINDA K. STRAND

Address: 3249 PASEO DEL MONTE

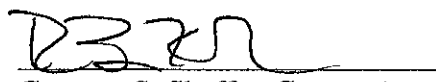
Telephone: 214 697 2147

Email: JAMESBSTRAND@gmail.com

SANTA FE COUNTY:

By:  (Signature) Date: 4-19-19
Katherine Miller
County Manager

APPROVED AS TO FORM:


Gregory S. Shaffer, County Attorney
R BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:22 AM
And Was Duly Recorded as Instrument # **1884361**
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy  County Clerk, Santa Fe, NM

1
SEC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on May 30, 2017 (date) by
James B + (Property Owner).
LINDA K. STRAND



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

(My Commission Expires: June 6, 2020
(Seal, if any))

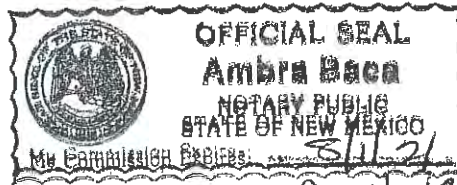
Christina Olivas

Signature of Notarial Officer

My commission expires: June 6, 2020

Santa Fe County

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



April 18, 2019

This instrument was acknowledged before me on May 30, 2017 (date) by Katherine
Miller as County Manager (Title) of Santa Fe County.



OFFICIAL SEAL
Christina Olivas
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: June 6, 2020

Ambra Baca
Christina Olivas

Signature of Notarial Officer

(Seal, if any)

8/1/21
My commission expires: June 10, 2025

2025 JUN 10 10 10 AM CDT

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Ted O. Harrison ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2112 Paseo del Monte ("Property") within Hyde Park Estates.
(Lot 9, Blk E)

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:



(Signature)

Date: 4.12.17

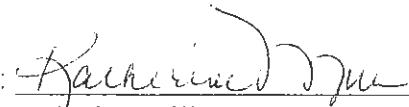
Name: Ted Harrison

Address: 2112 Paseo del Monte Santa Fe NM 87501

Telephone: 505.989.9846

Email: ted.harrison@commonwealthconservancy.org

SANTA FE COUNTY:

By: 

(Signature)

Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:



~~Gregory S. Shaffer~~, County Attorney

R. BRUCE FREDERICK

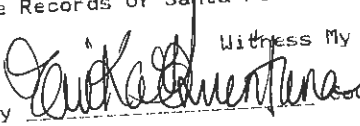
Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:23 AM
And Was Duly Recorded as Instrument # **1884362**
Of The Records Of Santa Fe County

Deputy  Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

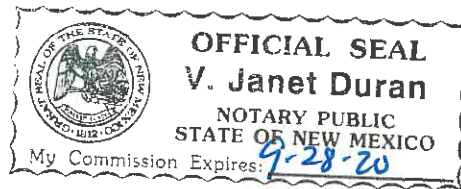
ACKNOWLEDGEMENTS


Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on April 13, 2017 (date) by Ted O Harrison (Property Owner).




Signature of Notarial Officer

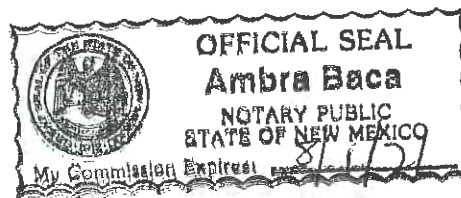
(Seal, if any)

My commission expires: _____

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amber Brea
Signature of Notarial Officer

(Seal, if any)

My commission expires: _____

SFO CLERK RECORDED 44/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Tenun Sherpa ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2084 Paseo Primero ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Futrell (Signature) Date: 9/14/18
Name: Tenzeni Sherpa
Address: 2084 Paseo Primero Santa Fe NM 87501
Telephone: (505) 629 8767
Email: s11/shop.lama@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Fredrick
Gregory S. Shaffer, County Attorney
R. Bruce Fredrick

Date: 4/18/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6
I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:24 AM
And Was Duly Recorded as Instrument # 1884363
Of The Records Of Santa Fe County
Deputy Geraldine Salazar Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

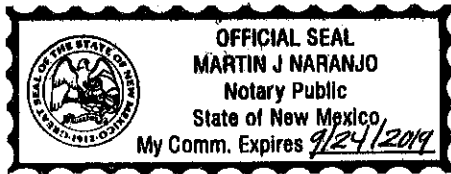
ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on 14th of September, 2018 (date) by Tenzin Y. Sherpa (Property Owner).



Martin J. Karsky
Signature of Notarial Officer

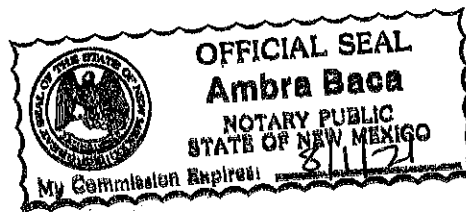
(Seal, if any)

My commission expires: 9/24/2019

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amelia Baca
Signature of Notarial Officer

[illegible]

(Seal, if any)

My commission expires:

8/1/21

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Georgia Millsaps ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2109 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.
4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.
5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:
- 5.1. Existing native vegetation will not be restored.
- 5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.
6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.
7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.
8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

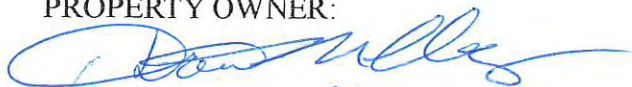
14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:



4/20/17

Georgia Millsaps (Signature)

Date: 4-20-2017

Name: GEORGE H MILLSAPS & Dawn m Cleary

Address: 2109 Paseo del Monte Santa Fe, NM 87501

Telephone: 505-570-3264

Email: gilmillsaps@gmail.com clearydawn@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4-19-19

Katherine Miller

County Manager

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney

R. BRUCE FREDERICK

Date: 4-16-19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:25 AM
And Was Duly Recorded as Instrument # **1884364**
Of The Records Of Santa Fe County

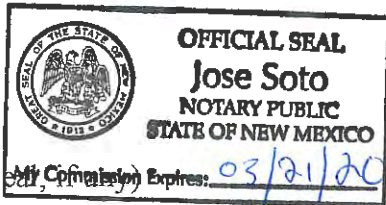
Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM


ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on April 20, 2017 (date) by Dawn Cleary (Property Owner).
Georgina Mullsaps

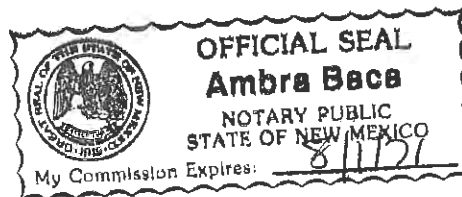



Signature of Notarial Officer

My commission expires: March 21, 2020

Santa Fe County

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



This instrument was acknowledged before me on April 18, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Jimbo Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

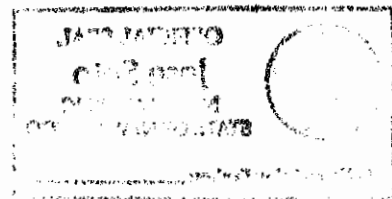


EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Alice L. Romeko ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2088 Paseo Primer ("Property") within Hyde Park Estates. SANTA Fe, New Mexico 87501
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Alice L. Romero (Signature)

Date: 4-17-2017

Name: Alice L. Romero

Address: 2088 Paseo Primero Santa Fe, New Mexico 87501

Telephone: 505 670 8590

Email: alice.toney2@yahoo.com

SANTA FE COUNTY:

~~Dona Ana~~

By: Katherine Miller (Signature) Date: 4-19-19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R. Bruce Frederick

Gregory S. Shaffer, County Attorney

R. Bruce Frederick

Date: 4/16/19

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:26 AM
And Was Duly Recorded as Instrument # 1884365
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM



SEC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

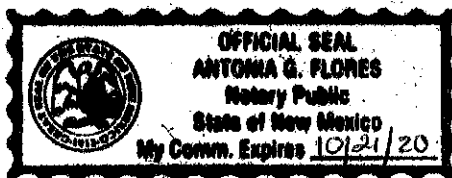
Property Owner

State of New Mexico)

Dona Ana) ss

County of *Santa Fe*)
AB

This instrument was acknowledged before me on April 17, 2017 (date) by
Alice L. Romero (Property Owner).



Antonia G. Flores

Signature of Notarial Officer

(Seal, if any)

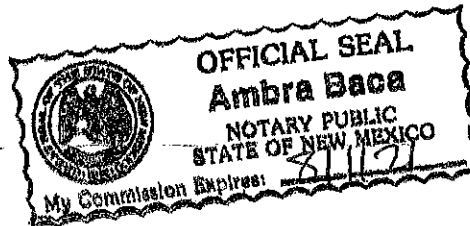
My commission expires: October 21, 2020

Santa Fe County

State of New Mexico)

) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine
Miller as County Manager (Title) of Santa Fe County.

Ambra Baca

Signature of Notarial Officer

(Seal, if any)

My commission expires: _____

SFO CLERK RECORDED 54/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and William K. K. K. ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2076 Rose Blum ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

SEC CLERK RECORDED 54/22/2019

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Willie R. 2L

(Signature)

Date: 4/1/19

Name: Kathy Kink

Address: 2076 Paseo Primo

Telephone: 505-692-4289

Email: Kathy.Kink@comcast.com

SANTA FE COUNTY:

By: Katherine Miller

(Signature)

Date: 4/19/19

Katherine Miller

County Manager

APPROVED AS TO FORM:

RBR

Gregory S. Shaffer, County Attorney

R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:27 AM
And Was Duly Recorded as Instrument # **1884366**
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

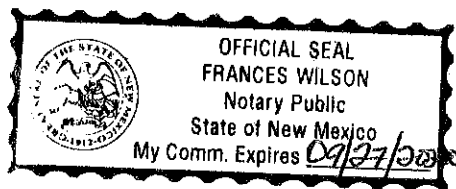
ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on 04/11/2017 (date) by William Linlar (Property Owner).



James D. [Signature]
Signature of Notarial Officer

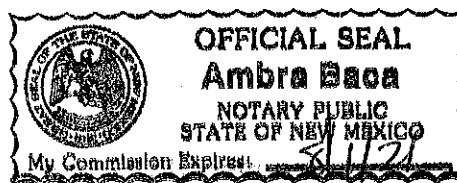
(Seal, if any)

My commission expires: 09/27/2020

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amelia Baez
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

SFO CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Lester Cisneros ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3309 Camino Lisa ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Lester Cisneros (Signature)

Date: 4/10/2017

Name: Lester Cisneros

Address: 3309 Camino Lisa

Telephone: 505-982-2934

Email: lcstfe@aol.com

SANTA FE COUNTY:

By: Katherine Miller (Signature)

Date: 4/19/19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R. Bruce Frederick

Date: 4/16/19

~~Gregory S. Shaffer~~, County Attorney

R. Bruce Frederick



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:28 AM
And Was Duly Recorded as Instrument # **1884367**
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

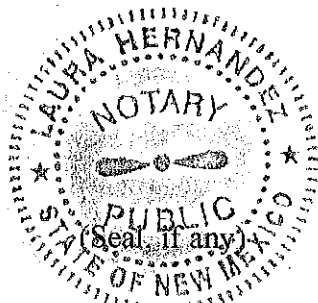
ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)
) ss

County of Santa Fe)

This instrument was acknowledged before me on April 10, 2017 (date) by Lester Cisneros (Property Owner).



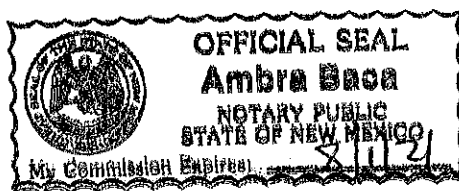
My commission expires: February 11, 2019

Laura Hernandez
Signature of Notarial Officer

Santa Fe County

State of New Mexico)
) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18th, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amelia Baca
Signature of Notarial Officer

2000
 2001
 2002
 2003
 2004
 2005
 2006
 2007
 2008
 2009
 2010
 2011
 2012
 2013
 2014
 2015
 2016
 2017
 2018
 2019
 2020
 2021
 2022
 2023
 2024
 2025
 2026
 2027
 2028
 2029
 2030
 2031
 2032
 2033
 2034
 2035
 2036
 2037
 2038
 2039
 2040
 2041
 2042
 2043
 2044
 2045
 2046
 2047
 2048
 2049
 2050
 2051
 2052
 2053
 2054
 2055
 2056
 2057
 2058
 2059
 2060
 2061
 2062
 2063
 2064
 2065
 2066
 2067
 2068
 2069
 2070
 2071
 2072
 2073
 2074
 2075
 2076
 2077
 2078
 2079
 2080
 2081
 2082
 2083
 2084
 2085
 2086
 2087
 2088
 2089
 2090
 2091
 2092
 2093
 2094
 2095
 2096
 2097
 2098
 2099
 2100
 2101
 2102
 2103
 2104
 2105
 2106
 2107
 2108
 2109
 2110
 2111
 2112
 2113
 2114
 2115
 2116
 2117
 2118
 2119
 2120
 2121
 2122
 2123
 2124
 2125
 2126
 2127
 2128
 2129
 2130
 2131
 2132
 2133
 2134
 2135
 2136
 2137
 2138
 2139
 2140
 2141
 2142
 2143
 2144
 2145
 2146
 2147
 2148
 2149
 2150
 2151
 2152
 2153
 2154
 2155
 2156
 2157
 2158
 2159
 2160
 2161
 2162
 2163
 2164
 2165
 2166
 2167
 2168
 2169
 2170
 2171
 2172
 2173
 2174
 2175
 2176
 2177
 2178
 2179
 2180
 2181
 2182
 2183
 2184
 2185
 2186
 2187
 2188
 2189
 2190
 2191
 2192
 2193
 2194
 2195
 2196
 2197
 2198
 2199
 2200
 2201
 2202
 2203
 2204
 2205
 2206
 2207
 2208
 2209
 2210
 2211
 2212
 2213
 2214
 2215
 2216
 2217
 2218
 2219
 2220
 2221
 2222
 2223
 2224
 2225
 2226
 2227
 2228
 2229
 2230
 2231
 2232
 2233
 2234
 2235
 2236
 2237
 2238
 2239
 2240
 2241
 2242
 2243
 2244
 2245
 2246
 2247
 2248
 2249
 2250
 2251
 2252
 2253
 2254
 2255
 2256
 2257
 2258
 2259
 2260
 2261
 2262
 2263
 2264
 2265
 2266
 2267
 2268
 2269
 2270
 2271
 2272
 2273
 2274
 2275
 2276
 2277
 2278
 2279
 2280
 2281
 2282
 2283
 2284
 2285
 2286
 2287
 2288
 2289
 2290
 2291
 2292
 2293
 2294
 2295
 2296
 2297
 2298
 2299
 2300
 2301
 2302
 2303
 2304
 2305
 2306
 2307
 2308
 2309
 2310
 2311
 2312
 2313
 2314
 2315
 2316
 2317
 2318
 2319
 2320
 2321
 2322
 2323
 2324
 2325
 2326
 2327
 2328
 2329
 2330
 2331
 2332
 2333
 2334
 2335
 2336
 2337
 2338
 2339
 2340
 2341
 2342
 2343
 2344
 2345
 2346
 2347
 2348
 2349
 2350
 2351
 2352
 2353
 2354
 2355
 2356
 2357
 2358
 2359
 2360
 2361
 2362
 2363
 2364
 2365
 2366
 2367
 2368
 2369
 2370
 2371
 2372
 2373
 2374
 2375
 2376
 2377
 2378
 2379
 2380
 2381
 2382
 2383
 2384
 2385
 2386
 2387
 2388
 2389
 2390
 2391
 2392
 2393
 2394
 2395
 2396
 2397
 2398
 2399
 2400
 2401
 2402
 2403
 2404
 2405
 2406
 2407
 2408
 2409
 2410
 2411
 2412
 2413
 2414
 2415
 2416
 2417
 2418
 2419
 2420
 2421
 2422
 2423
 2424
 2425
 2426
 2427
 2428
 2429
 2430
 2431
 2432
 2433
 2434
 2435
 2436
 2437
 2438
 2439
 2440
 2441
 2442
 2443
 2444
 2445
 2446
 2447
 2448
 2449
 2450
 2451
 2452
 2453
 2454

(Seal, if any)

My commission expires: _____

SFC CLERK RECORDED 64/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Lisa Romero-Paul ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2088 Paseo Primer ("Property") within Hyde Park Estates.
Santa Fe, NM 87501

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.

2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1 Existing native vegetation will not be restored.

5.2 Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the

New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

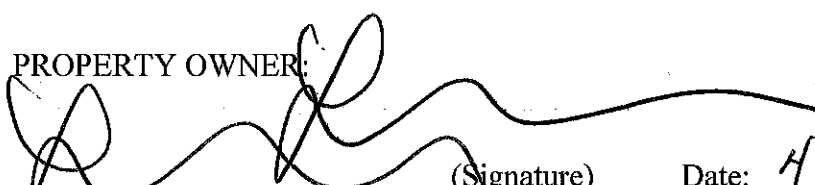
14. General Terms:

14.1 This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.


14.2 This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3 The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

 (Signature) Date: 4/25/17
Name: Lisa Romero-Paul
Address: 2088 Paseo Primero Santa Fe, NM 87501
Telephone: 404-556-6192
Email: Lromeropaul@gmail.com

SANTA FE COUNTY:

By:  (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

Date: 4/16/19

R37
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 5

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:29 AM
And Was Duly Recorded as Instrument # **1884368**
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 44/22/2019

ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on 25 APRIL 2017 (date) by Lisa Roman-Paul (Property Owner).

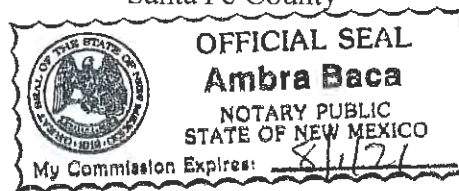


David M. Wofford
Signature of Notarial Officer

My commission expires: 1/31/2021

Santa Fe County

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



This instrument was acknowledged before me on April 18, 2019^{ab} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and CHRISTINA CHANG ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3205 Paseo Del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

PROPERTY OWNER:

Christina Chaves (Signature)

Date: 4/29/17

Name: CHRISTINA CHAVES

Address: 3205 PASEO DEL MONTE SANTA FE NM

Telephone: 505-266-6050

Email: pgclem@earthlink.net

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R. Bruce Frederick

Date: 4/16/19

~~Gregory S. Shaffer~~, County Attorney

R. Bruce Frederick



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:30 AM
And Was Duly Recorded as Instrument # 1884369
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

SFC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

Property Owner

State of New Mexico)

BERNALILLO) SS

County of Santa Fe)

This instrument was acknowledged before me on 04/29/2017 (date) by
CHRISTINA Y. CHIANG (Property Owner).



(Seal, if any)

A handwritten signature in cursive script, appearing to read 'Malissa Nevin', written over a horizontal line.

Signature of Notarial Officer

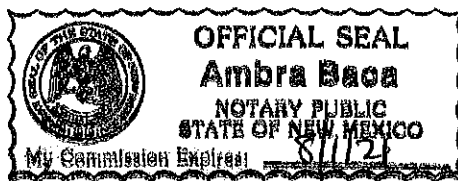
My commission expires: NOV. 14, 2020

Santa Fe County

State of New Mexico)

) SS

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019 (date) by Katherine
Miller as County Manager (Title) of Santa Fe County.

A handwritten signature in cursive script, appearing to read 'Ambra Baca', written over a horizontal line.

Signature of Notarial Officer

SEC. CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and TONY SPAETH ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2105 Paseo Romero ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Tony Spaeth

4/14/17

Tony Spaeth

(Signature)

Date: 4/9/17 ~~08~~

Name: TONY SPAETH

Address: 2105 PASEO PRIMERO, SANTA FE, NM 87509

Telephone: 817-676-4676

Email: tony.spaeth@greyco.com

SANTA FE COUNTY:

By: Katherine Miller

(Signature)

Date: 4-19-19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R37R

Date: 4/16/19

~~Gregory S. Shaffer~~, County Attorney

R. BRUCE FREDERICK



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:31 AM
And Was Duly Recorded as Instrument # **1884370**
Of The Records Of Santa Fe County

Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

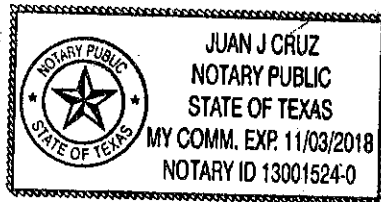
REC CLERK RECORDED 64/22/2019


ACKNOWLEDGEMENTS

Property Owner

State of ~~New Mexico~~ ^{TEXAS})
) ss
 County of ~~Santa Fe~~ ^{TARRANT})

This instrument was acknowledged before me on APRIL 4th 2017 (date) by ANTON P. SPAETH Jr (Property Owner).



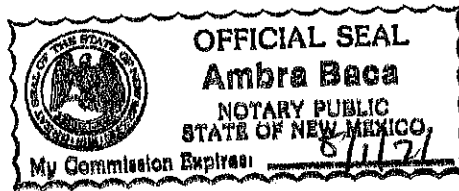

Signature of Notarial Officer

(Seal, if any)

My commission expires: 11-03-2018

Santa Fe County

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



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amlia Baca
Signature of Notarial Officer

[illegible]

(Seal, if any)

My commission expires: 8/1/21

SEC CLERK RECORDED 64/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Michael Fowler ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at _____ ("Property") within Hyde Park Estates. B-1 3300 El Paseo, B-3 3204 Paseo Del Monte B-5 3200 Paseo Del Monte
B-6 3316 El Paseo

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Michael M Fowler (Signature)

Date: 26 April 2017

Name: Michael M Fowler

Address: 1411 North Blvd

Telephone: Houston, Texas 77006

Email: mmf@bunkerh.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4-19-19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R. Bruce Frederick

Date: 4/16/19

~~Gregory S. Shaffer~~, County Attorney

R. BRUCE FREDERICK



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:32 AM
And Was Duly Recorded as Instrument # **1884371**
Of The Records Of Santa Fe County

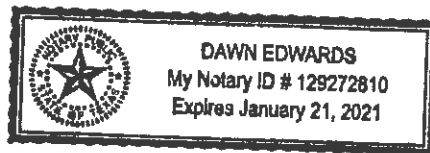
Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM


ACKNOWLEDGEMENTS

Property Owner

State of ~~New Mexico~~ ^{Texas}) ss
County of ~~Santa Fe~~ ^{Harris})

This instrument was acknowledged before me on April 26, 2017 (date) by Michael M. Fowler (Property Owner).



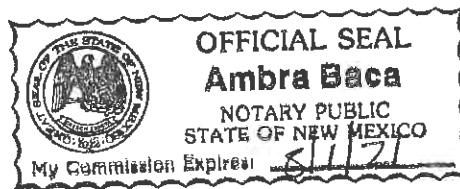

Signature of Notarial Officer

(Seal, if any)

My commission expires: January 21, 2021

Santa Fe County

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



This instrument was acknowledged before me on April 19th, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amelia Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

SPC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Joe and Nan Watts ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3305 El Paseo ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
- 2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Joe A. Watts
Nan H. Watts

(Signature)

Date: 5/5/2017

Name: Nan and Joe Watts

Address: 3305 El Paseo Santa Fe, NM 87501

Telephone: 505.988.7056

Email: uswatts@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19

Katherine Miller

County Manager

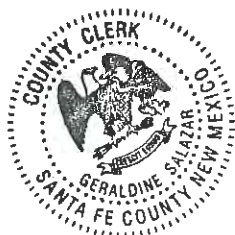
APPROVED AS TO FORM:

R. Bruce Frederick

Gregory S. Shaffer, County Attorney

R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 7

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:33 AM
And Was Duly Recorded as Instrument # **1884372**
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

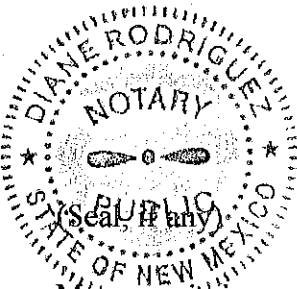
Property Owner

State of New Mexico)

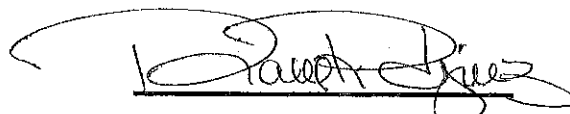
) ss

County of Santa Fe ^{PL}
Los Alamos

This instrument was acknowledged before me on 5.5.2017 (date) by
be & Nan Watts (Property Owner).



My commission expires: 08.27.2019

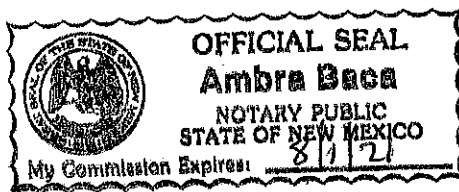

Signature of Notarial Officer

Santa Fe County


State of New Mexico)

) ss

County of Santa Fe)



This instrument was acknowledged before me on April 18, 2019^{ab} (date) by Katherine
Miller as County Manager (Title) of Santa Fe County.


Signature of Notarial Officer

SIC CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 84/22/2019

**Key Terms of Proposed Acquisition Agreement Between the Hyde Park
Estates Cooperative Water Association and the County of Santa Fe**

1. The County will provide water to members and compensate the Association for expenses related to its dissolution.
2. The County will receive assets "as is" with no requirement that the Association change or upgrade the current system.
3. The County will assume liability for future maintenance of the water system.
4. The County will assume all liability under Association contracts as of date of conveyance of the system.
5. The County will charge Association members in accordance with the County's Customer Service Policies.
www.santafecountynm.gov/CountyWaterRates.2012pdf)
6. The Association will remain responsible for liabilities and expenses until date of conveyance.
7. The current level of fire protection will continue.
8. Agreement must be approved by 2/3 of the Association members.
9. Agreement must be approved by the Santa Fe County Board of Commissioners.

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and MICHELLE PERRIN ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3304 CAMINO LISA ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Michelle Perrin

(Signature)

Date: 4/20/17

Name: Michelle Perrin

Address: 3304 Camino Lisa, Santa Fe, NM 87501

Telephone: 214-668-9685

Email: michelle.perrin25@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature)

Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R. Bruce Frederick

Gregory S. Shaffer, County Attorney

R. Bruce Frederick

Date: 4/16/19



CITY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I Herely Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:34 AM
And Was Duly Recorded as Instrument # **1884373**
Of The Records Of Santa Fe County -

Witness My Hand And Seal Of Office
Deputy Geraldine Salazar Geraldine Salazar
County Clerk, Santa Fe, NM

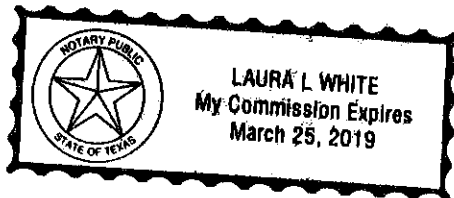
ACKNOWLEDGEMENTS

Property Owner

Texas
State of ~~New Mexico~~)
Dallas) ss
County of ~~Santa Fe~~)

This instrument was acknowledged before me on April 20, 2017 (date) by Michelle Perrin (Property Owner).

(Seal, if any)

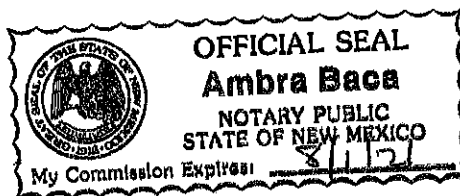


Laura L. White
Signature of Notarial Officer

My commission expires: March 25, 2019

Santa Fe County

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



This instrument was acknowledged before me on April 19, 2019^{ab} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

SEC. CLERK RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

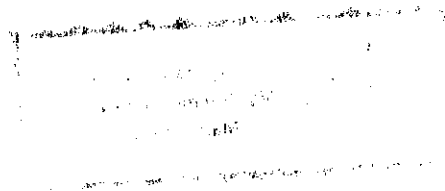


EXHIBIT F

**EASEMENT AGREEMENT
HYDE PARK ESTATES WATER SYSTEM**

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Cristina Phillips ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3325 El Paseo ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

SEC CLERK RECORDED 6/12/2010

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Cristina Phillips (Signature)
Name: 3325 El Paseo
Address: 505-310-2833
Telephone: CRIS @ cristophillips.com
Email: CRISTINA Phillips

Date: 4/24/17

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

EASEMENT AGREEMENT (SF
PAGES: 6

I hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:35 AM
And Was Duly Recorded as Instrument # **1884374**
Of The Records Of Santa Fe County.

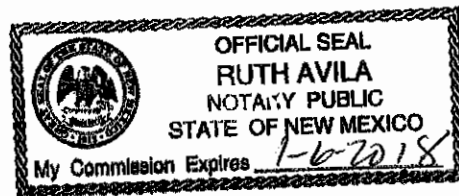
Deputy Geraldine Salazar Witness My Hand And Seal Of Office
County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on April 24, 2017 (date) by Cristina Phillips (Property Owner).



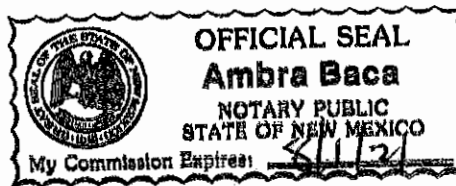
Ruth Avila
Signature of Notarial Officer

(Seal, if any)

My commission expires: 1-6-2018

Santa Fe County

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



This instrument was acknowledged before me on April 18, 2019^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Annunziata Baca
Signature of Notarial Officer

02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039

(Seal, if any)

My commission expires: 8/1/21

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Clema Investments LLC ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2160 Paseo Iglesias ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
- 2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

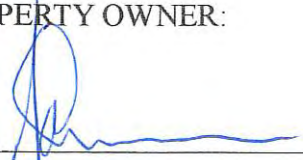
14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

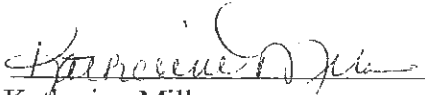
14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.


PROPERTY OWNER:

 (Signature) Date: 11 April 2017
Name: John Clema, Manager of Clema Investments, LLC
Address: 2160 Paseo Iglesias
Telephone: 505 984 5060
Email: N/A

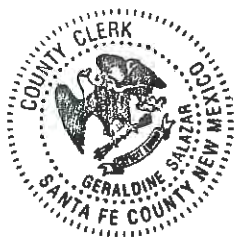
SANTA FE COUNTY:

By:  (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

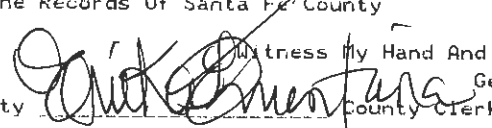

Gregory S. Shaffer, County Attorney
R. BRUCE FREDERICK

Date: 4/16/19



COUNTY OF SANTA FE) EASEMENT AGREEMENT (SF
STATE OF NEW MEXICO) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:36 AM
And Was Duly Recorded as Instrument # **1884375**
Of The Records Of Santa Fe County

 Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

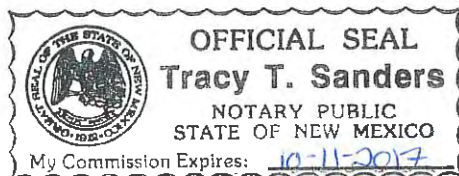
ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on 4/11/2017 (date) by
John Clema, (Property Owner).
manager of Clema Investments LLC, on behalf of said entity.

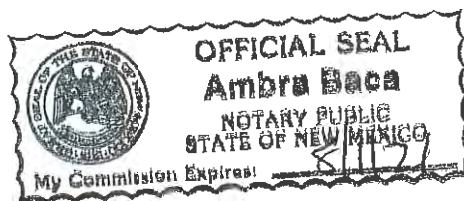
Tracy Sanders
Signature of Notarial Officer



My commission expires: 10-11-2017

Santa Fe County

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



This instrument was acknowledged before me on April 18, 2017^{AB} (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 04/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Stephen & Eleanor Sherr ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 2125 Paseo Ponderosa ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Stephen Allen (Signature) Date: 4/11/17
Name: Clearo-Shen
Address: 212-S Paseo Ponderosa, SF, NM 87501
Telephone: 505-982-8736
Email: shalem@newmexico.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19
Katherine Miller
County Manager

APPROVED AS TO FORM:

R. Bruce Frederick
Gregory S. Shaffer, County Attorney
R. Bruce Frederick

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss EASEMENT AGREEMENT (SF
PAGES: 6

I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:37 AM
And Was Duly Recorded as Instrument # 1884376
Of The Records Of Santa Fe County

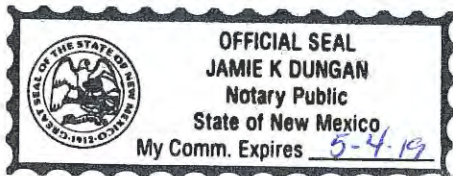
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

ACKNOWLEDGEMENTS

Property Owner

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

This instrument was acknowledged before me on April 11, 2017 (date) by
Elanor Sherr & Stephen Sherr (Property Owner).



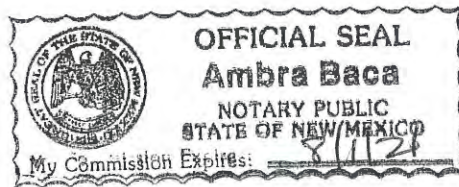
(Seal, if any)

My commission expires: May 4, 2019

[Signature]
Signature of Notarial Officer

Santa Fe County

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



This instrument was acknowledged before me on April 19, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Ambra Baca
Signature of Notarial Officer

SEP 04 2019 RECORDED 04/22/2019

(Seal, if any)

My commission expires: 8/1/21

SFC CLERK RECORDED 84/22/2019

EXHIBIT F

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and Nuala Murphy ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

- A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire the Hyde Park Estates Water System ("Water System").
- B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.
- C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").
- D. The Property Owner represents that Property Owner is the sole owner of that certain property located at 3240 Paseo del Monte ("Property") within Hyde Park Estates.
- E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.

3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1. Existing native vegetation will not be restored.

5.2. Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1. This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2. This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3. The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

Ruab Murphy (Signature)

Date: 04/10/17

Name:

Address: 3240 Paces del Monte, Santa Fe, NM 87501

Telephone: 505/982-6492

Email: ruabmurphy@sf@gmail.com

SANTA FE COUNTY:

By: Katherine Miller (Signature) Date: 4.19.19

Katherine Miller

County Manager

APPROVED AS TO FORM:

R38m

~~Gregory S. Shaffer~~, County Attorney

R. Bruce Frederick

Date: 4/16/19



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
EASEMENT AGREEMENT (SF
PAGES: 6
I Hereby Certify That This Instrument Was Filed for
Record On The 22ND Day Of April, 2019 at 10:45:38 AM
And Was Duly Recorded as Instrument # 1884377
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Deputy Geraldine Salazar County Clerk, Santa Fe, NM

REC CLERK RECORDED 04/22/2019

ACKNOWLEDGEMENTS

Property Owner


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

This instrument was acknowledged before me on 10 APRIL 2017 (date) by
NUALA MURRAY (Property Owner).



OFFICIAL SEAL
JONATHAN ASHWORTH
NOTARY PUBLIC-State of New Mexico

My Commission Expires 19 JAN. 2018

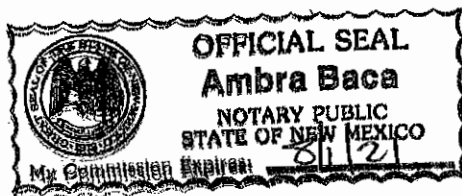

Signature of Notarial Officer

(Seal, if any)

My commission expires: 19 Nov. 2018

Santa Fe County

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



OFFICIAL SEAL
Ambra Baca
NOTARY PUBLIC
STATE OF NEW MEXICO
Expires: 8/1/21

This instrument was acknowledged before me on April 18, 2019 (date) by Katherine Miller as County Manager (Title) of Santa Fe County.

Amelia Baca
Signature of Notarial Officer

[illegible]

(Seal, if any)

My commission expires: 8/1/21

SFO CLERK RECORDED 84/22/2019