

**STATE OF NEW MEXICO  
COMMISSIONER OF PUBLIC LANDS**

**AMENDMENT NO. 2 TO GRANT OF  
RIGHT-OF-WAY EASEMENT NO. RW-28277**

This Amendment No. 2 to Right-of-Way Easement No. RW-28277 is made this 17<sup>th</sup> day of MAY, 2013, by and between the State of New Mexico, acting by and through its Commissioner of Public Lands (Grantor) and Santa Fe County, whose address is 102 Grant Avenue, Santa Fe, New Mexico 87504 (Grantee);

**RECITALS**

WHEREAS, the Grantor and the Grantee entered into a Right-of-Way agreement dated December 3, 2002, which was recorded on December 12, 2002 in Book 2287, Pages 734-739 of the records of Santa Fe County (Exhibit 1 hereto, the "Original Grant");

WHEREAS, the Grantor and the Grantee entered into a Memorandum of Agreement ("MOA") on January 5, 2006, which was recorded on January 9, 2006, as Instrument No. 1415132 (Exhibit 2 hereto);

WHEREAS, the Grantor and the Grantee entered into Amendment to Grant of Right-of-Way Easement No. RW-28277 on April 25, 2008, which was recorded on February 2, 2009, as Instrument No. 1550997 (Exhibit 3 hereto);

WHEREAS, pursuant to the MOA, the Grantor and the Grantee are required to amend the Original Grant in the event the final locations of two trailhead easement segments and a trailhead parking area differ from the survey attached to the Original Grant;

The parties therefore AGREE as follows:

1. Attached as Exhibits 4, 5 and 6, hereto, are surveys depicting the final locations for two trailhead easement segments and a trailhead parking area.
2. The right-of-way shall remain valid for so long as Grantee uses it for the purposes described in the Original Grant.
3. In all other respects, the Original Grant dated December 3, 2002, as amended April 25, 2008, shall remain as written and in full force and effect as well as the MOA referenced herein.

Date: 3/17/13

STATE OF NEW MEXICO

By: Ray Powell

RAY POWELL

Commissioner of Public Lands

**BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

Date: 9/18/12

By: *Elizabeth Stefanics*  
Elizabeth Stefanics, Chairperson  
Santa Fe County Board of Commissioners

**ATTEST:**

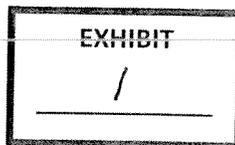
By: *Valerie Espinoza* *JE VT*  
Valerie Espinoza  
Santa Fe County Clerk

**Approved as to form:**

By: *Stephen C. Ross*  
Stephen C. Ross  
Santa Fe County Attorney

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

2287734



Right-of-Way Easement No. RW-28277

This indenture, made this 3rd day of December, 2002 and between the **State of New Mexico, acting by and through its Commissioner of Public Lands** ("Grantor") and **Santa Fe County**, whose address is 102 Grant Avenue, Santa Fe, NM 87504 ("Grantee");

**WITNESSETH:**

That Grantor, for and in consideration of the sum of \$28,696.50 (Twenty-Eight Thousand, Six Hundred Ninety-six Dollars and 50/100) cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby conveys to grantee a right-of-way for the sole and exclusive purpose of protecting open space and the Santa Fe River floodplain area, which may include but does not require the following improvements: trails and related improvements such as signage, river crossings, trailheads, access control, and parking areas; non-commercial recreational and educational uses; river corridor restoration and stabilization; planting of vegetation, and/or historical and cultural site preservation, including the right to enter upon the real estate hereinafter described at any time to construct, maintain and repair the structures upon the right-of-way, together with the right to remove trees, brush, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said right-of-way.

The right-of-way hereby granted covers the land in Santa Fe County, that is more particularly described by the attached Exhibit A, which is incorporated herein and made a part of this right-of-way (the "Land").

This grant is made upon the following express terms and conditions:

1. This right-of-way is granted for so long as Grantee uses the Land for the purposes described herein until the right-of-way is abandoned or terminated as provided in this right-of-way.
2. Grantor reserves the right to authorize or grant rights-of-way or other easements to third parties, which may be parallel to, cross over or bisect this right-of-way. Such rights-of-way shall not unreasonably interfere with the uses permitted under this right-of-way. In such cases, the subsequent grantee may, at the discretion of the Grantor, be required to post a bond guaranteeing payment for damages to the installations and improvements of Grantee herein. In crossing any right-of-way for a highway, road, telephone, telegraph, transmission line, etc. Grantee herein will exercise due care so as not to interfere with said rights-of-way and will comply with all applicable laws, rules, and regulations in connection with the making of such crossings.
3. The right to grant additional rights-of-way or easements within this right-of-way belongs exclusively to Grantor. Grantor hereby agrees, however, that in the event Grantor elects to exercise such right and if Grantee herein is the New Mexico State Highway and Transportation Department, Grantor will secure in writing the agreement of subsequent right-of-way grantee that no facilities will be constructed or installed within the right-of-way subsequently granted without first obtaining from the Department a permit prescribing the conditions under which facilities may be placed within such right-of-way in accordance with the Department's applicable rules and regulations.
4. GRANTEE EXPRESSLY AGREES THAT PRIOR TO THE CONSTRUCTION OR INSTALLATION OF ANY FACILITIES WITHIN THE RIGHT-OF-WAY GRANTED HEREIN, GRANTEE WILL DETERMINE WHETHER THE RIGHT-OF-WAY IS WITHIN A PREVIOUSLY ESTABLISHED NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT RIGHT-OF-WAY, AND IF IT IS, GRANTEE WILL OBTAIN FROM THE DEPARTMENT A PERMIT THAT PRESCRIBES THE CONDITIONS UNDER WHICH FACILITIES MAY BE PLACED WITHIN THE RIGHT-OF-WAY IN ACCORDANCE WITH THE DEPARTMENT'S APPLICABLE RULES AND

REGULATIONS. GRANTEE FURTHER UNDERSTANDS AND AGREES THAT THE FAILURE TO OBTAIN SUCH PERMIT SHALL RESULT IN THE FORCIBLE REMOVAL BY THE DEPARTMENT OF ANY FACILITIES THAT MAY BE CONSTRUCTED OR INSTALLED WITHIN THE RIGHT-OF-WAY.

5. In clearing the right-of-way, Grantee agrees to dispose of brush and other debris so as not to interfere with the movement of livestock of state agriculture lessees.
6. Grantor reserves the right to execute leases for mining purposes, including, but not limited to, the exploration, development, conservation, and production of geothermal resources, oil, natural gas, and any other minerals, natural resources, or deposits of whatsoever kind, located in, under, or upon the Land. Grantor further reserves all rights of access, ingress, and egress over, through, or across the Land that are or may become necessary or convenient to such exploration, development, conservation, or production. For the payment of additional compensation of Seven Hundred Fifty Dollars (\$750.00), Grantor agrees not to exercise any rights described in this section for the remainder of the term of the Right-of-Way. This additional compensation is payable within 30 days after the effective date of this Right-of-Way.
7. Grantee hereby agrees to carefully avoid destruction or injury to any improvements and to pay promptly the reasonable and just damages for any injury or destruction arising from construction or maintenance of this right-of way.
8. Grantee shall not assign this right-of-way without the prior written approval of Grantor. Such approval may be conditioned upon the agreement by Grantee's assignee to additional conditions and covenants and may require payment of additional compensation to Grantor. This right-of-way is for the sole purpose stated and no other. Grantee agrees not to sell or otherwise grant to any person or entity any interest therein or the right to use any portion thereof, provided, however, that Grantee may allow public access, where appropriate, when trails, trail improvements or other recreational improvements designed for public use have been completed on the Land. Public access for motorized vehicles is prohibited.
9. The rights granted herein are subject to valid existing rights.
10. Grantor reserves the right to execute leases for the right to grant rights-of-way and easements related to such leasing.
11. In all matter affecting the premises described herein or operations thereon, Grantee, its employees, agents and contractors shall, at their own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of any governmental authority or agency, which may be enacted or promulgated, including, but not limited to, requirements or enactment's pertaining to conservation, sanitation, aesthetics, pollution, cultural properties, fire, or ecology, including those provisions of the New Mexico Cultural Properties Act, §§18-6-1 through 17, NMSA 1978, that attach criminal penalties to the appropriation, excavation, injury or destruction of any site or object of historical, archaeological, architectural, or scientific value located on state lands.
12. Non-use of the right-of-way granted herein for any period in excess of one (1) year without the prior written consent of Grantor shall be conclusive proof of abandonment of the right-of-way, and non-use for shorter periods shall place upon grantee the burden of providing that there was no intent to abandon.
13. Grantee, if other than a governmental entity that is provided immunity from suit by the New Mexico Tort Claims Act, agrees to save and hold harmless, defend and indemnify the State of New Mexico, the Commissioner of Public Lands, and his agents or employees, in their official and individual capacities, of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with the operations of Grantee, its employees, agents, or contractors hereunder. If Grantee is a governmental entity provided immunity from suit by the New Mexico Tort Claims Act, then Grantor and Grantee shall each remain solely liable for any act or omission of their respective

officers, employees, agents, or contractors, subject to any otherwise available defense or limitation of liability. Nothing in this right-of-way is intended to be a waiver of any constitutional, statutory, or common-law sovereign immunity.

- 14. Notwithstanding anything contained herein, Grantor may cancel this grant for violation of any of the covenants of this agreement; provided, however, that before any such cancellation shall become effective, Grantor shall mail to grantee or any approved assignee, by certified mail addressed to the post office address of Grantee or such assignee shown by Land Office records, a thirty (30) day notice of intention to cancel, specifying the default for which the grant is subject to cancellation. No proof of receipt of notice shall be necessary and thirty (30) days after such mailing, Grantor may enter cancellation unless Grantee shall have sooner remedied the default to the satisfaction of Grantor.
- 15. Grantee agrees to preserve and protect the natural environmental conditions of the land encompassed in this grant, and to take those reclamation or corrective actions that are accepted soil and water conservation practices and that are deemed necessary by Grantor to protect the land from pollution, erosion, or other environmental degradation.
- 16. Grantee agrees to reclaim by grading, leveling, or terracing all areas disturbed by the construction or maintenance of the right-of-way or operations thereon and to landscape such areas at its own cost and expense. Landscaping shall include the planting of native grasses, shrubs, or other vegetation so as to return disturbed areas to their natural state and prevent water and wind erosion.
- 17. This grant shall become effective upon its execution by Grantor.

**STIPULATION:**

- 18. Grantor and Grantee intend to jointly develop and approve a Memorandum of Agreement (MOA) to outline specific roles, responsibilities and goals for future management and development of activities and improvements within the right-of-way. No improvements may be made within the right-of-way until the MOA has been approved by Grantor and Grantee. When approved by Grantor and Grantee, the MOA shall become a part of this right-of-way agreement.

Date: 12/5/02

**STATE OF NEW MEXICO**  
BY: Ray Powell  
COMMISSIONER OF PUBLIC LANDS

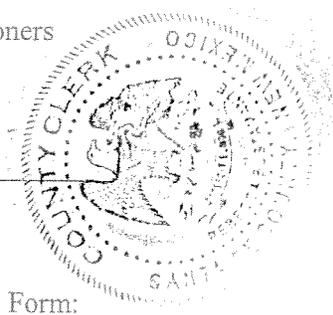
Date: 12/3/02

**GRANTEE: BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY**  
BY: Paul D. Duran  
Paul D. Duran, Chairperson  
Santa Fe County Board of Commissioners

ATTEST:

Rebecca Bustamante  
Rebecca Bustamante  
Santa Fe County Clerk

Approved as to Legal Sufficiency and Form:  
Steve Kopelman  
Steve Kopelman, Santa Fe County Attorney



1238.580  
COUNTY OF SANTA FE  
STATE OF NEW MEXICO  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED  
RECORD ON THE 12 DAY OF Dec. A.D.  
02 AT 9:30 O'CLOCK a.M.  
WAS DULY RECORDED IN BOOK 2287  
734 - 739 OF THE RECORDS OF  
SANTA FE COUNTY  
WITNESS MY HAND AND SEAL OF OFFICE  
REBECCA BUSTAMANTE  
COUNTY CLERK, SANTA FE COUNTY, N.M.

Marcella Pulgar







**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Memorandum”) is entered into between the COMMISSIONER OF PUBLIC LANDS FOR THE STATE OF NEW MEXICO (the “Commissioner” or “Grantor”) and the COUNTY OF SANTA FE (“County” or “Grantee”).

**RECITALS**

**WHEREAS**, the Commissioner, pursuant to the New Mexico Constitution and state statutes, has jurisdiction over state trust lands and is charged with the management of those lands.

**WHEREAS**, the County is a governmental unit, created and invested with all powers and authority given by New Mexico state statutes.

**WHEREAS**, the Commissioner, as Grantor, has granted to the County, as Grantee, a Right-of-Way Easement No. RW-28277 (the “Right-of-Way”) across certain state trust lands in Santa Fe County, New Mexico located in the southern quarter of Sections 1 and 2, Township 16N, Range 8E (the “Land”) for the purpose of protecting and managing open space and the Santa Fe River floodplain for passive recreation and protection of the riparian system.

**WHEREAS**, the Right-of-Way provides that the Grantor and Grantee will jointly develop and approve a Memorandum of Agreement to outline specific roles, responsibilities and goals for future management and development of activities and improvements within the Land. Pursuant to the Right-of-Way this Memorandum will become part of the Right-of-Way agreement upon approval by the parties.

**THE PARTIES HEREBY AGREE TO THE FOLLOWING:**

**Adjacent Trust Land.** Grantee acknowledges that Grantor owns land adjacent to the Land (“Adjacent Trust Land”) and may sell, lease or develop the Adjacent Trust Land as a planned community with residential, commercial and/or industrial uses. Grantee acknowledges that Grantor and any lessee, or other entity working with Grantor, will include the Land as open space in a Master Plan for the development of the Adjacent Trust Land, subject to the Right-of-Way. Grantor may grant additional trail easements on the Adjacent Trust Land to connect the trail system on the Land to the Adjacent Trust Land. The parties agree to cooperate and coordinate with each other and any other lessees to avoid conflicts between the uses on the Land and the Adjacent Trust Land and to identify opportunities for cooperative uses.

**Annexation.** Grantee shall not object, if Grantor petitions to have the Land and Adjacent Trust Land annexed into the City of Santa Fe.

**Land Use Approvals.** Grantee acknowledges that the Land is not subject to municipal or county ordinances and regulations governing zoning and land use. However, Grantee agrees to comply with all local ordinances and regulations governing construction,

SFC CLERK RECORDED 01/09/2006

zoning, subdivision and land use, and will obtain, at the sole cost and expense of Grantee, any and all appropriate governmental approvals, including state, county, and municipal approvals, as may be necessary or advisable, to facilitate the approved uses. Grantor will cooperate and participate with Grantee, as necessary and at no expense to Grantor, in obtaining all appropriate governmental approvals. Grantee shall provide Grantor with a copy of any plans or plats to be submitted to any governmental authority for approval at least 24 days in advance of the submittal.

**Grant Applications.** Grantor acknowledges that from time to time the Grantee may apply for open space management, recreation, trail or education-related grants from various federal, state and non-profit agencies related to the purposes of the Land, as specified in the Right-of-Way. Grantee and Grantor may be co-applicants for grant applications.

**Improvements.** Grantee shall obtain all necessary permits for all improvements, including but not limited to: trails and related improvements, signs, parking areas, and access controls (collectively, the "Improvements"), at Grantee's sole cost and expense. Grantee shall deliver to Grantor, for Grantor's prior written approval before any construction is commenced, copies of all final plans and specifications for the Improvements (collectively, the "Construction Plans"). Grantor may disapprove any Construction Plans. Grantor will make a reasonable effort to complete review of submitted plans within 24 days. Grantor assumes responsibility to review all plans submitted by Grantee. All Improvements must be in conformance with the provisions of the Right-of-Way.

**Construction and Repair of Improvements.** The Grantee's Improvements will be constructed in a good and workerlike manner in accordance with all applicable requirements of all governmental authorities having jurisdiction over the construction of the Improvements. All construction shall be completed at Grantee's sole cost and expense, and in conformance with the provisions of the Right-of-Way. Grantee, at Grantee's sole expense, will maintain its Improvements in a safe condition, in good repair and in compliance with all governmental requirements. Grantee will repair or replace any of Grantees improvements that are damaged or destroyed, and the standard of repair will be equal to or exceed the condition of the repaired item immediately before the damage or destruction, without regard to reasonable wear and tear. Grantee shall submit a notice of repair of existing/damaged improvements to the Grantor to help record improvement values accurately. Construction by the Grantee shall not interfere with the improvements constructed by the Grantor without advance written permission from the Grantor.

**Maintenance of Right-of-Way.** Grantee is responsible for maintaining the land and its improvements. Volunteers from the local community, non-profit agencies or other sources may be used to maintain the Land. Grantor and Grantee agree that at the time of the development of adjacent state trust lands the responsibility may shift and the developer may assume or participate in maintenance responsibilities.

**City Easement.** Grantee acknowledges that the Land is subject to all encumbrances of record including those shown on Exhibit A attached to the Right-of-Way. A portion of the Land is subject to a floating easement granted to the City of Santa Fe for a trail (RW-26839). Grantee shall coordinate directly with the City on the construction and maintenance of Improvements on the Land where it overlaps with the City's easement.

**Grantor's Activities.** Grantee acknowledges that Grantor may from time to time conduct a number of activities on the Land including but not limited to: education, river restoration, vegetation planting and restoration, maintenance, construction and similar activities at Grantors sole expense. Grantor agrees to notify Grantee of these activities at least 7 days in advance of any work involving construction vehicles and to use their best efforts to avoid activities that might conflict with or harm the Grantee's activities and construction.

**Compliance With Laws.** Grantor shall fully comply with all federal and state laws applicable to the Right-of-Way or to Grantors operations thereon, including but not limited to all applicable laws governing water; endangered or threatened species; hazardous materials; environmental protection; land use; health and safety; cultural, historic or archeological / paleontological properties; waste; trespass; and all New Mexico State Land Office Rules and Regulations, including those that may be hereafter promulgated. Grantor's obligations under this paragraph include, but are not limited to, compliance with NMSA 1978 Section 19-6-5. Grantors compliance with all laws shall be at its own expense.

**Grantee's Responsibilities Concerning Public Access.** Grantee is solely responsible for protecting the Land from damage to property and improvements resulting from public use of the Land.

**Dispute Resolution.** In the event of any dispute between the parties the parties agree to use good faith efforts to mediate.

**Amendment and Termination.** This Memorandum may be terminated or amended at any time by written agreement of the parties. If not terminated previously, this Memorandum will terminate automatically upon termination of the Right-of-Way.

**Boundary Modification.** Grantor and Grantee may find it necessary or advisable to modify the boundaries of the Land from time to time. Any boundary modification proposed by either party must be submitted to the other party in writing for approval. The party requesting the boundary modification shall provide a new survey of the Land if either party determines that a survey is necessary.

**Trailhead Access.** The Land includes two trailhead easement segments and a trailhead parking area. The current locations of these areas are approximate, and, after final development plans for these areas are approved by Grantor and Grantee, if these locations have changed from the survey submitted with the Right-of-Way Grantor and Grantee shall amend the Right-of-Way to show their final locations.

**Other Adjustments.** Grantor and Grantee may amend the Right-of-Way to make any other boundary adjustments that maintain or increase the total acreage. Any adjustment which results in a total acreage for the Land that is greater than the original acreage total of the Right-of-Way may require additional compensation by Grantee to Grantor.

**Notice.** All notices given as provided in this MOA and the Right-of-Way will be in writing, and may be delivered (i) in person, (ii) by regular mail or overnight delivery service or (iii) by telex to Grantor or Grantee to the appropriate street or mailing address or facsimile number provided below. Either Grantor or Grantee may change their respective address or number by giving written notice of the change to the other as provided in this paragraph. The addresses and numbers for notice are:

**Notice to Grantor:**

New Mexico Commissioner of Public Lands  
310 Old Santa Fe Trail (hand delivery address)  
Santa Fe, NM  
P.O. Box 1148 (mail address)  
Santa Fe, New Mexico 87504-1148  
FAX: (505) 827-5766

With copy to:  
New Mexico State Land Office  
General Counsel  
310 Old Santa Fe Trail (hand delivery address)  
Santa Fe, NM 87501  
P.O. Box 1148 (mail address)  
Santa Fe, NM 87504-1148  
FAX: (505) 827-4262

With copy to:  
New Mexico State Land Office  
Surface Resources  
310 Old Santa Fe Trail (hand delivery address)  
Santa Fe, NM 87501  
P.O. Box 1148 (mail address)  
Santa Fe, NM 87504-1148  
FAX: (505) 476-0320

**Notice to Grantee:**

Santa Fe County Board of County Commissioners  
102 Grant Avenue (hand delivery address)  
Santa Fe, NM 87501  
P.O. Box 276 (mail address)  
Santa Fe, NM 87504-0276  
FAX (505) 995-2740

With copy to:

Santa Fe County Attorney  
102 Grant Avenue (hand delivery address)  
Santa Fe, NM 87501  
P.O. Box 276 (mail address)  
Santa Fe, NM 87504-0276  
FAX (505) 986-6362

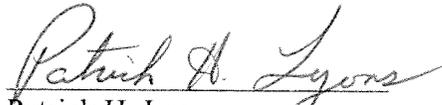
With copy to:

Santa Fe County Open Space and Trails Division Director  
102 Grant Avenue (hand delivery address)  
Santa Fe, NM  
P.O. Box 276 (mail address)  
Santa Fe, NM 87504-0276  
FAX (505) 992-9869

**Effective Date.** The effective date of this Memorandum will be the date of approval by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement this 5 day of January, 2006

COMMISSIONER OF PUBLIC LANDS  
OF THE STATE OF NEW MEXICO

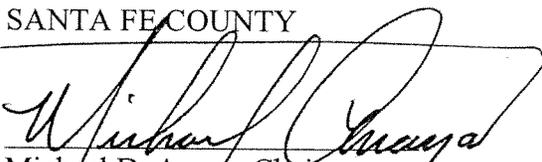
  
Patrick H. Lyons  
Commissioner of Public Lands

APPROVED AS TO FORM

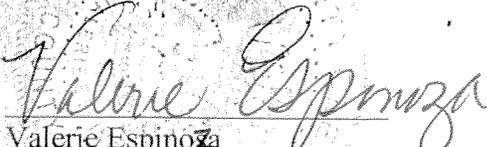
  
Katherine M. Moss  
Assitant General Counsel, New Mexico State Land Office



SANTA FE COUNTY

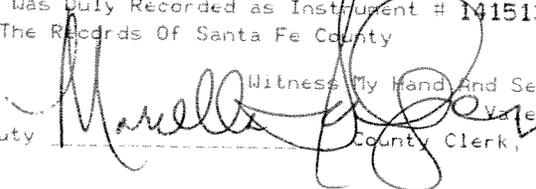
  
Michael D. Anaya, Chairperson  
Santa Fe County Board of Commissioners

ATTEST:

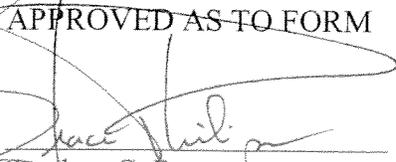
  
Valerie Espinoza  
Santa Fe County Clerk

COUNTY OF SANTA FE ) MEMO OF AGREEMENT (M-01  
STATE OF NEW MEXICO ) ss PAGES: 6

I Hereby Certify That This Instrument Was Filed for Record On The 9TH Day Of January, A.D., 2006 at 15:32 And Was Duly Recorded as Instrument # 1415132 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy  Valerie Espinoza  
County Clerk, Santa Fe, NM

APPROVED AS TO FORM

  
Stephen C. Ross  
Santa Fe County Attorney

SFC CLERK RECORDED 01/09/2006

STATE OF NEW MEXICO  
COMMISSIONER OF PUBLIC LANDS

EXHIBIT  
3

REC'D CLERK RECORDED 02/09/2009

AMENDMENT TO GRANT OF RIGHT-OF-WAY EASEMENT NO. RW-28277

This Amendment to Right-of-Way Easement is made this 25 day of April, 2008 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands (Grantor) and Santa Fe County, whose address is 102 Grant Avenue, Santa Fe, New Mexico 87504 (Grantee);

RECITALS

WHEREAS, the Grantor and the Grantee entered into a Right-of-Way agreement dated December 3, 2002 and which was recorded on December 12, 2002 in Book 2287, Pages 234-239 of the records of Santa Fe County (Exhibit 1 hereto, the "Original Grant");

WHEREAS, after the Original Grant was entered into, the Grantee has performed additional studies and field work and has determined that an adjustment to the right-of-way boundary will better serve the public;

WHEREAS, the parties desire an amendment to the Original Grant in order to amend the right-of-way boundary from that granted in the Original Grant;

WHEREAS, the amended grant of right-of-way will allow Santa Fe County to better develop and utilize the right-of-way as part of its Open Space Program for recreation and education related activities made available to the public;

The parties therefore AGREE as follows:

1. A right-of-way boundary adjustment is hereby granted pursuant to this amendment as depicted in the attached Exhibit 2, which modifies the Original Grant as shown. An amendment to adjust the boundary by substituting .845 acres in one location for .845 acres in another location is made in order to maintain the same acreage as in the Original Grant.
2. The right-of-way grant shall continue for so long as Grantee uses it for the purposes described in the Original Grant.
3. In all other respects, the Original Grant dated December 3, 2002 shall remain as written and in full force and effect as well as the Memorandum of Agreement referenced therein.

Date: 4/25/08

STATE OF NEW MEXICO

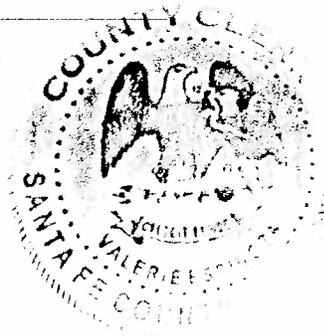
By: Patrick H. Lyons  
Patrick H. Lyons  
Commissioner of Public Lands



BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

Date: 3-25-08

By: Jack Sullivan  
Jack Sullivan, Chair  
Santa Fe County Board of Commissioners



ATTEST:

By: Valerie Espinoza  
Valerie Espinoza  
Santa Fe County Clerk

Approved as to Form:

By: Stephen C. Ross  
Stephen C. Ross  
Santa Fe County Attorney



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

GRANT OF RIGHT OF WAY  
PAGES: 11

I Hereby Certify That This Instrument Was Filed for  
Record On The 2ND Day Of February, 2009 at 01:38:44 PM  
And Was Duly Recorded as Instrument # **1550997**  
Of The Records Of Santa Fe County

Deputy Valerie Espinoza Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM

