

ITEM # 18-0490

**CITY OF SANTA FE
CONTRACT TO PURCHASE PERMANENT AND NON-EXCLUSIVE TRAIL
EASEMENT**

CIP # 474-A - Tierra Contenta Trail Project – Buffalo Grass to South Meadows

LOCATION: All that portion of Lot 2, within Section 12, Township 16 North, Range 8 East, NMPM, City and County of Santa Fe, New Mexico, Shown on Plat of Survey for Edward P. And Teresa E. Vasquez, Recorded as Doc. No. 896,081 in Plat Book 297, Page 21, and which portion may be more particularly described on the attached plat entitled **"TRAIL EASEMENT 3 DESCRIPTION – Exhibit A and Exhibit B"**

THIS AGREEMENT made and entered into this 15th day of May, 2018 by and between

Wendy Fields Montoya
8738 East Ridge Terrace Drive
Tucson, Arizona 85710

(Seller), and the City of Santa Fe (Purchaser).

WITNESSETH:

For good and valuable consideration hereafter set forth, the Seller hereby authorizes Purchaser to enter upon Parcel for Trail Connection for trail improvement purposes, subject to the following terms and conditions:

1. The Purchaser, through its duly authorized Agents and Contractors shall perform all demolition of improvements, if any, within the Permanent and Non-Exclusive Trail Easement.
2. The Purchaser is responsible, at Purchaser's sole expense, for maintenance of all trail features. In addition, the Purchaser will perform all typical parks, open space and trail maintenance functions within the Permanent and Non-Exclusive Trail Easement such as trash pick-up, graffiti elimination, police patrol, etc., all at Purchaser's sole expense.
3. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the Seller.
4. This Contract embodies the whole agreement between Seller and Purchaser, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein and described by the attached right-of-way conveyance document Exhibit A.
5. Seller hereby agrees that the compensation herein provided to be paid, includes full compensation for its interest in the Permanent and Non-Exclusive Trail Easement.

6. This Contract shall be binding upon the parties hereto and upon their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

7. The terms of this Contract are understood and assented to by the parties and payment is to be made in accordance with the terms hereof. It is further understood and agreed that, except as noted or specified herein, IMMEDIATE, NON-EXCLUSIVE POSSESSION of the Permanent and Non-Exclusive Trail Easement, and the right to enter thereon, is HEREBY GRANTED to the Purchaser, its duly authorized Agents and Contractors, but only upon receipt of all payments due hereunder from Purchaser to the Seller.

8. The terms and conditions of this Contract have been fully explained and are understood by the undersigned, and payment is to be made in accordance with the above conditions.

9. The consideration as set forth in the contract shall constitute full payment for the Permanent and Non-Exclusive Trail Easement.

10. Seller represents and warrants that it has the authority to carry out the transaction contemplated herein and to transfer Seller's interest in the Permanent and Non-Exclusive Trail Easement to Purchaser.

11. No provision of this Contract modifies or waives any provision of the Tort Claims Act and the parties agree that as between the parties, Purchaser's liability shall be determined pursuant to the Tort Claims Act. A certificate of insurance evidencing Purchaser's insurance coverage is attached as Exhibit C.

12. Purchaser and its duly authorized agents and contractors shall perform the improvements and work listed in Items 1 and 2 above as well as operate (collectively, the Work) the Permanent and Non-Exclusive Trail Easement in a good and workmanlike manner and in accordance with all applicable laws, ordinances, codes, rules and regulations.

13. Purchaser hereby agrees that after the completion of any Work upon the Permanent and Non-Exclusive Trail Easement, Purchaser shall restore, at Purchaser's sole expense, any contiguous property owned by Seller as nearly as practicable to the same condition that existed immediately prior to commencing such Work.

14. Seller wishes to sell for \$2,000.00, the Permanent and Non-Exclusive Trail Easement to the City. The Purchaser's property appraisal dated July 3, 2017 is attached as Exhibit D.

Permanent and Non-Exclusive Trail Easement: A 0.109 acre portion of land for a non-exclusive permanent bicycle and pedestrian trail easement as described on the attached Exhibit A and Exhibit B.

SELLER:

NAME

By: Wendy Fields Montoya
NAME

Date: 5-07-18

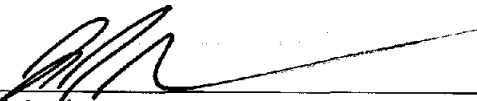
ADDRESS



[REMAINING SIGNATURES APPEAR ON FOLLOWING PAGE]

PURCHASER:

CITY OF SANTA FE:



By: 
John J. Romero, PE Acting Director
Public Works Department

Date: 3/20/18

APPROVED BY:



Brian K. Snyder
City Manager

Date: 04/17/18


Adam K. Johnson, Director
Finance Department 

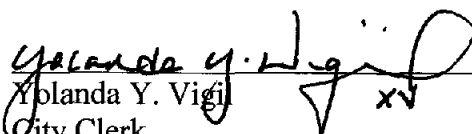

Date: 4-2-18

APPROVED AS TO FORM:


Kelley Brennan
City Attorney

Date: 3/22/18

Attest:


Yolanda Y. Vigil
City Clerk 

**CITY OF SANTA FE
GRANT OF PERPETUAL PUBLIC ACCESS NON-MOTORIZED BICYCLE
AND PEDESTRIAN TRAIL EASEMENT**

FOR AND IN CONSIDERATION OF THE SUM OF TWO THOUSAND DOLLARS AND ZERO CENTS (\$2,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE UNDERSIGNED OWNER,

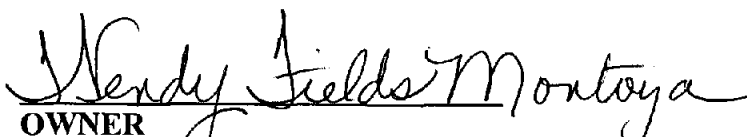
WENDY FIELDS MONTOYA

(HEREINAFTER "GRANTOR") DOES HEREBY GRANT, TRANSFER AND CONVEY TO THE CITY OF SANTA FE, NEW MEXICO (HEREINAFTER "GRANTEE") A BIKE/PEDESTRIAN PERPETUAL PUBLIC ACCESS TRAIL EASEMENT WITHIN THE CORPORATE LIMITS OF THE CITY OF SANTA FE, WHICH LANDS SHALL BE USED BY THE GRANTEE FOR **NON-MOTORIZED RECREATIONAL USES AS REQUIRED FOR THE CONSTRUCTION OF PROJECT CIP #474-A TIERRA CONTENTA TRAIL** OVER THE LANDS DESCRIBED AND SHOWN ON THE ATTACHED "EXHIBIT A" PREPARED BY DAWSON SURVEYS INC., FOR SAID PROJECT, RESERVING HOWEVER, TO GRANTOR THE RIGHT TO UTILIZE AND ENJOY THE LAND DESCRIBED ON "EXHIBIT A", INCLUDING ACCESS TO LAND OWNED BY THE GRANTOR TO THE NORTH AND SOUTH OF THE EASEMENT DESCRIBED ON "EXHIBIT A," PROVIDING THE USE SHALL NOT INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, REPAIRING, INSPECTION AND OPERATION OF THE PUBLIC TRAIL. IF GRANTOR USES THE LAND DESCRIBED IN "EXHIBIT A" IN ANY WAY THAT WOULD DAMAGE THE TRAIL, GRANTOR SHALL EITHER TAKE ACTION NECESSARY TO PREVENT SUCH DAMAGE OR PROMPTLY REPAIR SUCH DAMAGE, IN EITHER CASE AT GRANTOR'S SOLE EXPENSE.

FUTURE TRACT DEVELOPMENT IS SUBJECT TO ALL ZONING REQUIREMENTS, HOWEVER, THE GRANTING OF THIS TRAIL EASEMENT SHALL NOT NEGATIVELY AFFECT TRACT DENSITY AND OPEN SPACE REQUIREMENTS.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS EASEMENT ON THIS 2 DAY OF May MONTH 2018 YEAR.

GRANTOR:


OWNER

GRANTOR:

Wendy Fields Montoya
WENDY FIELDS MONTOYA, OWNER

ACKNOWLEDGEMENT OF GRANTOR'S SIGNATURE

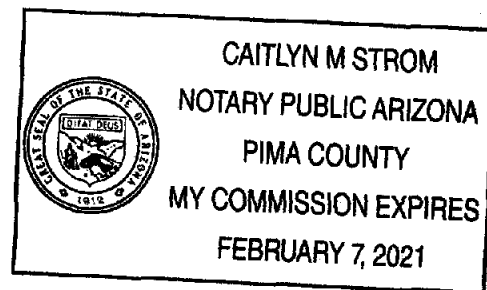
STATE OF ARIZONA)
) ss:
COUNTY OF PIMA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
BY THE CITY OF SANTA FE ON THIS 2nd DAY OF MAY, 2018.

Caitlyn M Strom
NOTARY PUBLIC

MY COMMISSION EXPIRES:

02/07/2021



TRAIL EASEMENT 3 DESCRIPTION

ALL THAT PORTION OF LOT 2, WITHIN SECTION 12, TOWNSHIP 16 NORTH, RANGE 8 EAST, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO, SHOWN ON PLAT OF SURVEY FOR EDWARD P. AND TERESA E. VASQUEZ RECORDED AS DOC. NO. 896,081 IN PLAT BOOK 297, PAGE 21,

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EASEMENT WHICH LIES S52°52'48"E 466.99 FROM SFC1007;

THENCE N65°46'30"E A DISTANCE OF 119.55 FEET;

THENCE WITH A CURVE TO THE LEFT A LENGTH OF 49.25 FEET, WITH A RADIUS OF 115.00 FEET, WITH A CHORD OF N53°30'20"E, 48.88 FEET;

THENCE N41°14'09"E A DISTANCE OF 69.26 FEET;

THENCE S20°09'27"E A DISTANCE OF 22.78 FEET;

THENCE S41°14'09"W A DISTANCE OF 58.35 FEET;

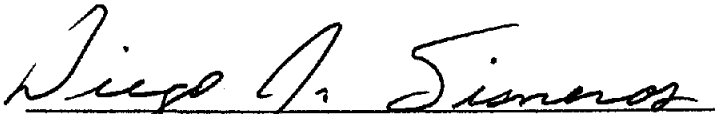
THENCE WITH A CURVE TO THE RIGHT A LENGTH OF 57.82 FEET, WITH A RADIUS OF 135.00 FEET, WITH A CHORD OF S53°30'20"W, 57.38 FEET;

THENCE S65°46'30"W A DISTANCE OF 120.97 FEET;

THENCE N20°09'28"W A DISTANCE OF 20.05 FEET;

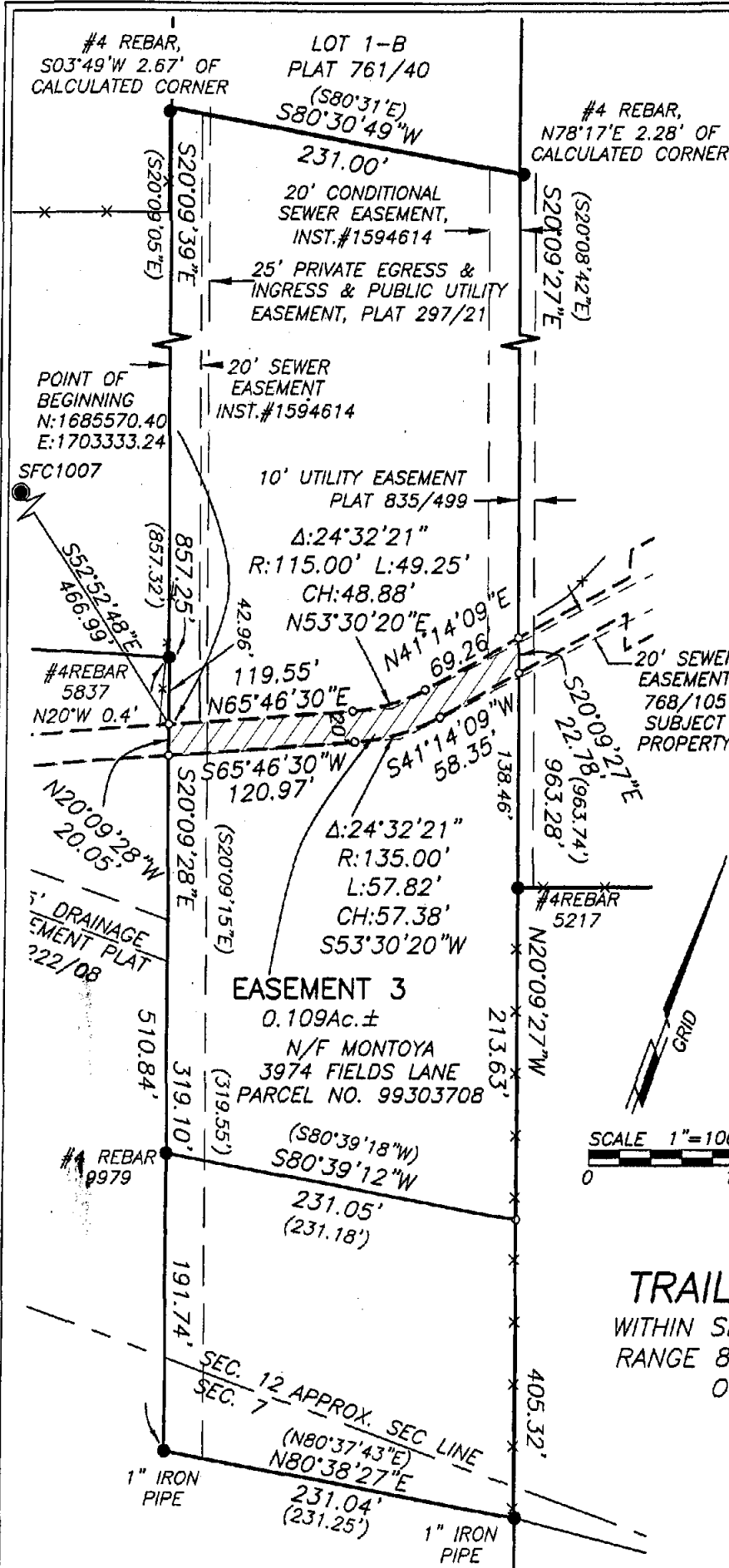
MORE OR LESS TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.109 ACRES MORE OR LESS, AS SHOWN MORE COMPLETELY ON EXHIBIT B, ATTACHED HERETO.



DIEGO J. SISNEROS, N.M.P.L.S. 13986 5/23/2017





CONTROL SUMMARY

BEARINGS, DISTANCES & COORDINATES ARE GRID, N.M. STATE PLANE CENTRAL ZONE. MEAN COMBINED FACTOR AT 6800' AMSL = 0.999583883. ALL REFERENCE TO NAD83(1992) DERIVED FROM DAWSON2 GPS BASE STATION N=1,687,626.870 E=1,708,833.475 ELE=6572.376', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.

LEGEND

- = CALCULATED PT.
- = FOUND AS SHOWN

ALL IMPROVEMENTS NOT SHOWN ON THIS EXHIBIT. THIS PARCEL IS SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

I HEREBY CERTIFY THAT THIS EXHIBIT IS A TRUE REPRESENTATION OF A SURVEY BASED ON THE FIELD WORK COMPLETED UNDER MY PERSONAL SUPERVISION FEB.-JUNE, 2015. TO THE BEST OF MY KNOWLEDGE, THIS EXHIBIT IS CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR EASEMENT SURVEYING IN NEW MEXICO.

Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S.
13986 5/23/17



EASEMENT 3 TRAIL EASEMENT EXHIBIT

WITHIN SECTION 12, TOWNSHIP 16 NORTH,
RANGE 8 EAST, NMPM, CITY AND COUNTY
OF SANTA FE, NEW MEXICO

EXHIBIT B

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502B CAMINO ENTRADA
S.F., N.M. 87507 PH505 471 6660
FILE#cs9618-3 5/23/2017