

**EASEMENT AGREEMENT
BETWEEN
THE CITY OF SANTA FE
AND
THE NORTH CENTRAL REGIONAL TRANSIT DISTRICT
FOR
THE USE OF CITY PROPERTY**

THIS AGREEMENT is made between the City of Santa Fe, (“City”) and the North Central Regional Transit District, (NCRTD), collectively referred to as the “Parties.”

The City hereby permits the NCRTD to use a portion of land herein described for the purpose and term set forth and in accordance with the conditions set forth. The Parties agree as follows:

1. **The Property:** The City owns certain real property located at Fort Marcy Park in the City and County of Santa Fe (hereinafter the “Property.”)
2. **The Bus Stop:** The Parties agree that the NCRTD is hereby permitted to use a portion of the Property for purposes of a bus stop and associated improvements shown on the attached Exhibit A as Bus Stop 470 (hereinafter the “Bus Stop.”)
3. **Grant of Easement:** The City hereby grants an easement to the NCRTD for the construction, maintenance and use of the Bus Stop on the Property for public transit purposes along with ingress and egress to the Bus Stop. The Parties agree that the NCRTD may record this Easement with the Santa Fe County Clerk.
4. **Purpose:** The easement for the Bus Stop is granted for the purposes of operation of the NCRTD’s regional transit system on City owned property and to ensure that the federally funded costs of building and maintain the facilities on the Bus Stop are fully amortized prior to reversion of the property to a non-transit use.
5. **Term:** The term of this Agreement shall be for twenty (20) years. Beginning on the date of final execution of this Agreement. This Agreement may be extended on a year-by-year basis by mutual written consent of both parties. If the parties fail to extend this Agreement in writing as provided in this paragraph, NCRTD’s holding over or continued use or occupancy of the Bus Stop shall be construed as a month to month use subject to the same terms and conditions set forth in this Agreement.
6. **NCRTD’S Access:** NCRTD shall have the right to enter the Property and access the Bus Stop in order to operate its transit system during between the hours of 5 A.M. and 9 P.M. City may limit access during special events but shall give the NCRTD 15 days prior written notice before any such limitation on access.
7. **Condition of the Bus Stop:** NCRTD accepts the Bus Stop, and its condition, “as is.”

8. **Improvements:** The Parties agree that the NCRTD shall be responsible for making improvements to the Bus Stop and the City shall be responsible for improvements to and the maintenance of all other portions of the Property. The type and location of any improvements deemed necessary by the Parties shall be agreed to in writing by both Parties prior to the making any improvements that would impact the Parties' respective operations on the Property.

All alterations and improvements made to or placed by the NCRTD on the Bus Stop which can be removed without undue damage to the Property and are, in fact, removed by NCRTD prior to termination of this Agreement or any renewal thereof or within 30 days after termination of this Agreement, are and shall remain the NCRTD's property except as the parties mutually agree otherwise in writing. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Lot shall become the City's property except as the parties mutually agree otherwise in writing.

9. **Condition of Bus Stop Upon Surrender:** At the termination of this Agreement, NCRTD shall surrender the Bus Stop in the condition in which it was found at the inception of this Agreement, excepting:

- a. deterioration caused through reasonable use and ordinary wear and tear;
- b. alterations, improvements or conditions made as part of this Agreement; and
- c. any change, damage or destruction not resulting from NCRTD's willful act.

10. **New Mexico Tort Claims Act:** As between the City and the NCRTD, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify, in any way, the Parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

11. **Maintenance and Security:** The Parties agree that the City shall be responsible for maintaining and securing the Property generally and that the NCRTD shall be responsible for Maintenance of the Bus Stop.

12. **Notice:** All notices relating to this Agreement shall be in writing.

13. **Termination:** Each party has the option of cancelling this Agreement by giving sixty (60) days written notice to the other party. By such termination neither party may nullify obligations already incurred for performance of the Agreement prior to the date of termination of this Agreement. If the City elects to terminate this Agreement prior to the full amortization of all federally funded improvements the City agrees to pay any amounts required by the federal government of the NCRTD for the conversion of the transit facilities to non-transit use and any relocation costs for a new or relocated transit facility.

14. **Succession:** Provisions of this Agreement shall apply and extend to all successors

and assigns of the parties.

15. **Amendments in Writing:** This Agreement shall not be altered except by an instrument in writing executed by the parties.
16. **Merger of Prior Agreements:** This Agreement includes all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
17. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico.
18. **Address for Notices, Etc.:** Notices required under this Agreement shall be made at the following addresses, except as changed by written notice to the opposite party:
 - a) NCRTD: Anthony J. Mortillaro, Executive Director
1327 Riverside Drive
Española, NM 87532
 - b) City: City of Santa Fe
Attention of City Manager
200 Lincoln Avenue
Santa Fe, New Mexico 87501

NCRTD

By: *Anthony J. Mortillaro*
Anthony J. Mortillaro, Executive Director

Date: *1-21-22*

City of Santa Fe:

By: *AW*
Alan Webber, Mayor

Date: Jun 9, 2022

Attest:

By: *Kristine Mihelcic*
Kristine Bustos Mihelcic, City Clerk
GB MTG 06/08/2022

Date: Jun 9, 2022

Approved as to form and legal sufficiency.

City Attorney's Office:

By: *Marcos Martinez*
Senior Assistant City Attorney

Date: Jan 11, 2022

NCRTD:

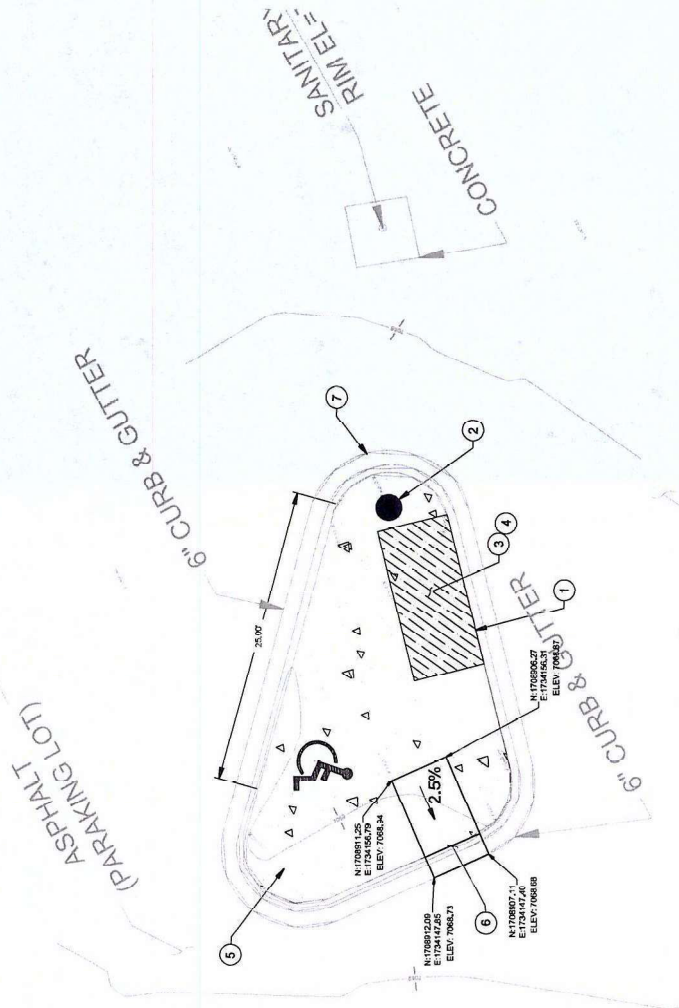
Peter A. Dwyer
Peter A. Dwyer
Legal Counsel

Date: Jan. 25, 2022

EXHIBIT A



EXHIBIT B



STOP #470 PLAN VIEW
SCALE 1/4" = 1'-0"

TRANSIT BUS STOP #470

ITEM NO.	DESCRIPTION	UNIT	QTY	USE
6C8004	CONCRETE SIDEWALK, 4"	SQ.YD.	53.58	51.00
6C8006	CONCRETE SIDEWALK, 6"	SQ.YD.	8.67	9.00
667001	10' SHELTER	EA	1.00	1.00
667002	TRASH RECEPTACLE	EA	1.00	1.00

LEGEND

- MISCELLANEOUS PAVING
- CONCRETE
- TRANSIT STOP SHELTER LOCATION

- ### CONSTRUCTION NOTES
- 1 INSTALL CONCRETE PAD PER DETAIL ON SHEET 2-1.
 - 2 INSTALL TRASH RECEPTACLE PER DETAILS ON SHEET 2-1
 - 3 INSTALL 10' BUS SHELTER WITH BENCH, AND ADVERTISEMENT PANEL
 - 4 INSTALL BUS STOP SIGN
 - 5 INSTALL CONCRETE PAD PER DETAIL ON SHEET 2-1, MATCH RADIUS OF EXISTING CURB AND GUTTER.
 - 6 INSTALL CONCRETE ADA RAMP ACCORDING TO NMDOT SEC 608 STANDARDS
 - 7 EXISTING CURB & GUTTER TO REMAIN IN PLACE

NO.	DESCRIPTION
4	REVISION (GR CHANGE NOTICES)
3	
2	
1	

TRANSIT STOP ADA TRANSITION PLAN
IMPROVEMENT PHASE VII & VIII
SANTA FE BUS STOP #470