

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement is made this 11<sup>th</sup> day of October 2022 by and between David Martin Harradine and Carolyn Renee Glick, husband and wife, owners of the property at 172 Valley Drive, Santa Fe, New Mexico, 87501 (hereinafter "Owners"), under the Quitclaim Agreement dated April 25, 2002, and the City of Santa Fe, a Municipal Corporation, whose address is 200 Lincoln Ave., Santa Fe, NM 875040909 ("the City").

RECITALS

Whereas, the City is a Grantee of a certain easement within the hereinafter described property being a twenty (20) foot wide utility easement along the northernly boundary of Lot 11, Valle Piedras Subdivision, filed in Plat Book 124, page 024, as Document No. 509,055, and re-recorded on April 25, 1983 in Plat Book 127, page 28, as Document No. 514,945, in Santa Fe County, New Mexico.

Whereas, the Owners desire the right to continue the existing encroachment upon the easement as more particularly specified hereinafter; and

Whereas, City agrees to the encroachment subject to the following terms and conditions;

NOW THEREFORE, for consideration of rights and obligations contained herein, the City does hereby agree to grant to the Owners the right to encroach upon the easement only to the extent of the existing encroachment of approximately 3 feet, 7 inches on the northernly boundary of the house as shown on the attached Boundary Survey Plat Prepared for David Harradine and Carolyn Glick, filed on July 28, 2022 in Book No. 893, page 21, Document No. 1993892. This encroachment occurred sometime before 1990 when a contractor added an addition to a ground floor bedroom. The City agrees that the existing encroachment may continue on the ground floor of the house, and that a second floor bedroom of the house, proposed to be added in a remodeling, may encroach into the easement only the extent of the existing encroachment on the ground floor of the house.

By granting the aforesaid right to encroach, the City does not waive or relinquish any rights or benefits that it may have, either expressed or implied, under the Easement, including, but not limited to, the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate or maintain its water lines, and other equipment, fixtures, appurtenances and structures that are now located, or may in the future be located, on, over, beneath, through and across the Easement. The Owners agree that upon substantial destruction or deterioration that the encroaching improvements have deteriorated, are no longer habitable for whatever cause, and when demolished will be rebuilt in a location which no longer encroaches upon easements within said parcel, this Agreement shall terminate upon confirmation of the development in a proper location and issuance of Certificate of Occupancy by the City.

In consideration of the City granting the Owners the right to encroach upon the Easement, the Owners agree to indemnify and hold harmless the City, its officers, employees, or

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agents from any and all claims whatsoever when such claims directly or indirectly arise out of the existence, construction, maintenance, operation, repair, condition, use or presence of the encroachments upon the Easement, or are caused by, or arise out of, the acts or omissions of the Owners; provided, however, that notwithstanding anything to the contrary in this paragraph, the Owners shall not be required to indemnify the City, its employees or agents against those claims for personal injuries or damages to property caused by or resulting from, in whole or in part, the negligence, act or omission of the City its officers, employees or agents.

In consideration of the City permitting the Owners to encroach upon the Easement, the Owners agree that the City shall not be responsible for any damage caused to facilities, equipment, structures or other property of the Owners if damaged by reason of City's use of Easement.

The Owners shall comply with all applicable laws, ordinances, rules and regulations enacted or promulgated by any federal, state or local governmental body having jurisdiction over the Owners' encroachment.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, administrators, personal representatives, mortgagees, lessees, tenants, successors and assigns of the Parties hereto; provided, however, that no such heir, executor, administrator, personal representative, mortgagee, lessee, tenant, successor or assign of the Owners shall have the right to use, alter or modify the encroachment in a manner which will increase the burden of the encroachment on the Easement.

Any modification of this Agreement must be made in writing and signed by the parties to be effective.

Witness my hand and seal this 11 day of Oct, 2022.

CITY OF SANTA FE:

BY:   
JOHN BLAIR, CITY MANAGER

ATTEST:

  
KRISTINE BUSTOS-MIHELIC, CITY CLERK 

CITY ATTORNEY'S OFFICE:

  
(Marcos Martinez 10 Oct 4, 2022 08:02 PDT)  
SENIOR ASSISTANT CITY ATTORNEY

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PROPERTY OWNERS:

Carolyn Renee Glick

CAROLYN RENEE GLICK

David Martin Harradine

DAVID MARTIN HARRADINE

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)

) SS.

COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 4th day of October, 2022 by Carolyn Renee Glick and David Martin Harradine.

My commission expires:

4-12-24  
(seal)

[Signature]  
Notary Public

STATE OF NEW MEXICO  
NOTARY PUBLIC  
JULIE KENNY  
Commission # 1114801  
My Comm. Exp. April 12, 2024

SFC CLERK RECORDED 10/12/2022

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

EASEMENT ENROACHMENT  
PAGES: 4

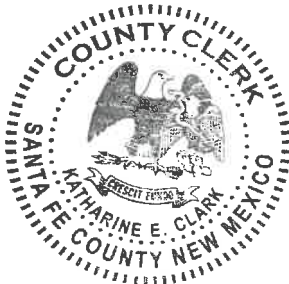
I Hereby Certify That This Instrument Was Filed for Record On The 12TH Day Of October, 2022 at 09:00:30 AM And Was Duly Recorded as Instrument # 1999280 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Katharine E. Clark

Deputy \_\_\_\_\_

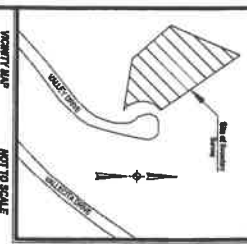
[Signature]

County Clerk, Santa Fe, NM



LINE	BEARING	DISTANCE
L1	N 37°23'17" E	34.81'

**BOUNDARY SURVEY PLAN**  
 PREPARED FOR  
**DAVID HARRADINE & CAROLYN GLICK**  
 1772 Valley Drive  
 Santa Fe, New Mexico 87505  
 Within Proposed Section 18, T. 17 N., R. 10 E., 15th P.M., City of Santa Fe,  
 County of Santa Fe, State of New Mexico.  
 Total Area = 0.58 Acres ±



**LEGEND**

- Monument set, not a stake with 1988 cap or ring with 1999 stake with concrete
- Monument based on notes
- DATA RE CONTROL
- SURVEY SENSITIVE
- UNDEVELOPED
- Contour lines, stream, or an road
- Stake
- Contour based
- Easement
- Easement
- Easement
- Contour

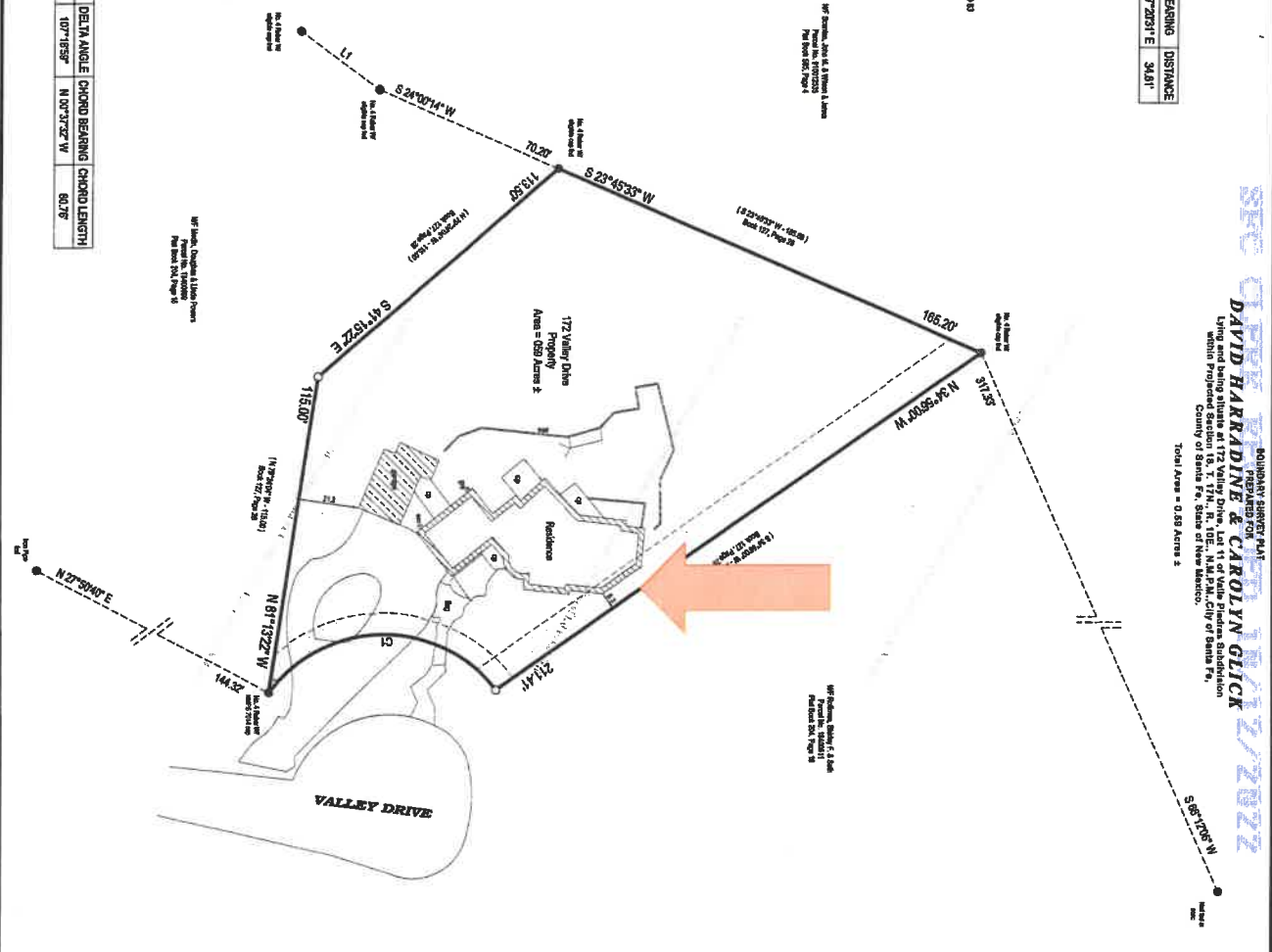
**CITY OF SANTA FE PUBLIC NOTICE**  
 This plat of survey is required to be filed only on recorded documents as required by the City of Santa Fe. The City of Santa Fe does not guarantee the accuracy of the information provided herein. The City of Santa Fe does not warrant or accept any responsibility for the accuracy of the information provided herein. The City of Santa Fe does not warrant or accept any responsibility for the accuracy of the information provided herein. The City of Santa Fe does not warrant or accept any responsibility for the accuracy of the information provided herein.

**SURVEYORS NOTES**

Every document of record reviewed and compared as part of the survey is listed below. Only those documents which have been reviewed and compared are listed. The City of Santa Fe does not warrant or accept any responsibility for the accuracy of the information provided herein. The City of Santa Fe does not warrant or accept any responsibility for the accuracy of the information provided herein. The City of Santa Fe does not warrant or accept any responsibility for the accuracy of the information provided herein.

**CITY OF SANTIAGO**  
**SANTA FE COUNTY**  
 Registered Professional Surveyor  
 License No. 22,202  
 David Harradine & Carolyn Glick  
 1772 Valley Drive  
 Santa Fe, New Mexico 87505  
 Phone: 505-833-1111  
 Fax: 505-833-1112  
 Website: www.harradineandsurveyors.com

CLINE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	53.89'	50.13'	107°155'	N 07°37'32" W	60.79'



**DOCUMENTS REFERENCED**

PLAT 1772, Santa Fe, New Mexico, recorded in Book 1772, Page 28 in the Office of the Santa Fe County Clerk on July 14, 2011.  
 PLAT 1772, Santa Fe, New Mexico, recorded in Book 1772, Page 28 in the Office of the Santa Fe County Clerk on July 14, 2011.  
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**FEMA INFORMATION:**

As per FEMA map 2004C, Zone A, this area is designated as Zone "C" on a new floodway to be within the 0.2% annual chance floodway. Map dated December 04, 2012.

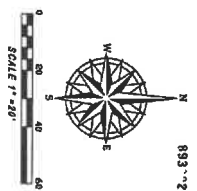
**SURVEYORS CERTIFICATE**

I, Surveyor David Harradine, Registered Professional Surveyor do hereby certify that this boundary survey was performed from an actual field survey performed by me or under my direct supervision and that the survey was completed in accordance with the provisions of the Surveyors' Code of Ethics and the Surveyors' Code of Practice. The survey was performed in accordance with the provisions of the Surveyors' Code of Ethics and the Surveyors' Code of Practice. The survey was performed in accordance with the provisions of the Surveyors' Code of Ethics and the Surveyors' Code of Practice.



**LSC SURVEYS, LLC**  
 21 1/2 Mile Lane  
 Santa Fe, New Mexico 87505  
 Phone: 505-833-1111  
 Fax: 505-833-1112  
 Website: www.lscsurveys.com

APPROVED BY	DATE	PROJECT	DRAWN BY	CHECKED BY
David Harradine	July 11, 2011	1772 Valley Drive	David Harradine	David Harradine



**EXHIBIT A**