

EASEMENT ENCROACHMENT AGREEMENT

This Easement Encroachment Agreement is made this 11th day of March 2024 by and between, the CITY OF SANTA FE, a Municipal Corporation, whose address is 200 Lincoln Ave., Santa Fe, NM 87501 (herein "CITY") and TRINIDAD JUAN ARAGON and IVA MARIA VOYLES-ARAGON, (herein "ARAGON"), addressed at 205 Urioste Street, Santa Fe, NM 87501, herein agree to the following:

RECITALS

Whereas, the CITY is Grantee and holder of certain easement rights described in EASEMENT instrument recorded as Document No. 372540 in Misc. Book 319, pg. 763, records of Santa Fe County, New Mexico, being a fourteen (14) foot wide easement ("EASEMENT") for sidewalks, streets and utility poles within real estate being a portion of the Dunlap Street right of way ("RIGHT OF WAY") adjoining the southerly boundary of 205 Urioste Street; and

Whereas, ARAGON acquired ownership of the real estate ("REAL ESTATE") at 205 Urioste Street via Warranty (filed as Instrument No. 2017976, records of Santa Fe County, NM), and a survey of the REAL ESTATE (attached as Exhibit A) shows that the REAL ESTATE includes a cinderblock structure that encroaches onto the RIGHT OF WAY; and

Whereas, CITY acknowledges that the cinder block structure is an existing encroachment ("ENCROACHMENT") onto the RIGHT OF WAY and agrees to allow the ENCROACHMENT to remain in its current location subject to the following conditions;

NOW THEREFORE, for consideration of rights and obligations contained herein the CITY does hereby agree to grant to ARAGON the right to encroach upon the RIGHT OF WAY only to the extent of the existing ENCROACHMENT as depicted in Exhibit A.

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 infrastructure including water lines, road equipment, fixtures, appurtenances and any other structures that are now located, or may in the future be located, on, over, beneath, through and across the EASEMENT.

ARAGON, and their successors and assigns agree herein that at their sole cost and expense, agree to remove or relocate the encroachment upon written request of the CITY within 30 days of such request if deemed that either the CITY needs the underlying real estate for a community project, upgrading or repair of infrastructure or any other project which is sanctioned and funded OR the structure has been determined to be in dilapidated or dangerous condition and needs to be removed and may be reconstructed by ARAGON or their successors in interest outside the area of encroachment, if properly permitted.

ARAGON appoints the CITY as its agent to accomplish the removal or relocation at the owner's expense if ARAGON or their successors or assigns fail to reply, remove or relocate the encroachment within the 30-day period.

In consideration of the CITY granting ARAGON the right to encroach upon the RIGHT OF WAY, ARAGON hereby also agrees to indemnify and hold harmless the CITY, its officers, employees, or 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 encroachment upon the Right of Way, or are caused by, or arise out of, the acts or omissions of ARAGON, their employees or agents; provided, however, that notwithstanding anything to the contrary in this paragraph, ARAGON shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees. .


In consideration of the CITY permitting the ENCROACHMENT, ARAGON agrees that the City shall not be responsible for any damage caused to facilities, equipment, structures or other property of ARAGON if damaged by reason of CITY's use of EASEMENT rights.

ARAGON 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 ARAGON 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 ARAGON **shall have any right to alter or modify the ENCROACHMENT** in a manner that increases the ENCROACHMENT'S burden on the EASEMENT.

Any modification of this Agreement must be made in writing and signed by property owner(s) in the presence of a notary public and filed for record with the County Clerk to be effective.

CITY OF SANTA FE:

BY: 
JOHN BLAIR, CITY MANAGER

ATTEST:


GERALD N. CARDENAS,
INTERIM CITY CLERK

OLW

APPROVED AS TO LEGAL SUFFICIENCY:


REBECCA MNUK-HERMANN, ASSISTANT CITY ATTORNEY

APPROVED:

 *5th* 3/12/24
EMILY OSTER, FINANCE DIRECTOR

BOUNDARY SURVEY PLAT
 PREPARED FOR
IVA VOYLES - ARAGON & TRINIDAD ARAGON
 Iva Voyles, Trinidad & Lupes Aragon, as Joint Tenants,
 within Projected Section 25, T19N, R. 08E, N.M.P.M.,
 Santa Fe County, State of New Mexico.
 Total Area = 0.07 Acres ±

FEMA INFORMATION:
 As per FIRM Map 35049C 0412E this area is designated as Zone
 "X" - an area determined to be outside the 0.2% annual chance
 floodplain. Map dated December 04, 2012.



- LEGEND**
- Barings are based on the two static stations, and reduced by ORIS. Anying grids to ground, New Mexico State Plane
 - Control Zone NAD 83 Coordinates Geoidic local position using GRS HTK
 - Township 19N + Ranges are ground - bearings are grid (S 84° 56' 05" W, ...)
 - Miscellaneous found as noted.
 - Measurements set, no. 4 meter with 10988 cap or mag with 10988 silver set in concrete.
 - ⊙ BRASS CAP "CP" 1"
 - ⊙ SANITARY SEWER MANHOLE (USED)
 - ⊙ UNKNOWN MANHOLE
 - ⊙ Concrete curb, slab, sidewalk, or as noted.
 - ⊙ Covered Pouch
 - ⊙ em Electric Meter
 - ⊙ gm Gas Meter
 - Over Head Powerline

SURVEYORS NOTES

Every document of record reviewed and considered as part of this survey is noted hereon. Only those documents noted hereon were supplied to the surveyor or as researched by Land Surveying Company, LLC.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence or other facts that an accurate and current abstract might disclose.

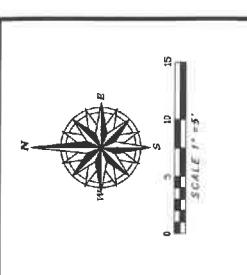
NF Aragon, Trinidad & Lupes
 Plat Book 323, Page 39
 Current Deed No. 822771

NF Pinco, Linda C.
 Parcel No. 1237004
 Plat Book 367, Page 14
 Current Deed No. 1998651

CITY OF SANTA FE PUBLIC NOTICE

This plat of survey as depicted is based only on recorded documents as referenced hereon. The City of Santa Fe Staff must approve all documents submitted with and application for a building permit and may require additional documents or reference material to prove legal lot of record.

FILED IN NEW MEXICO
 SANTA FE COUNTY
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED
 FOR RECORD ON THIS DAY OF
 A.D. 2023 AT O'CLOCK, M. RECEIVED
 IN BOOK _____ AT
 DOCUMENT NO. _____ IN THE OFFICE
 OF THE COUNTY CLERK OF SANTA FE COUNTY,
 STATE OF NEW MEXICO.
 WITNESSED BY HANCO MUIR, SEAL OF COUNTY OFFICE
 HANCO MUIR, COUNTY CLERK



DOCUMENTS REFERENCED

- WARRANTY DEED: The Grantee(s) Lupes F. Aragon, a single person, for and in consideration and other good and valuable consideration grants and conveys with warranty covenants to the Grantee(s): Trinidad Juan Aragon and Iva Maria Voyles-Aragon. Filed and recorded in Instrument No. 2017976 in the office of the Santa Fe County Clerk on August 18, 2023.
- PERSONAL REPRESENTATIVES DEED: Lupes Aragon, as Personal Representative of the Estate of Ordine Moly Roibal, hereby grants without warranty, unto Lupes Aragon, a single female. Filed and recorded in Instrument No. 2022385 in the Office of the Santa Fe County Clerk on October 27, 2023.
- PLAT: Plat of Survey for Paul B. Salz. Filed and recorded in Book 387, Page 14 in the Office of the Santa Fe County Clerk on July 14, 1987.
- PLAT: Plat of Survey for Trinidad Juan Benitez Aragon. Filed and recorded in Book 323, Page 39 in the Office of the Santa Fe County Clerk on December 27, 1995.

SURVEYORS CERTIFICATE

I, Salvador I. Vigil, a Registered New Mexico Professional Surveyor do hereby certify that this Survey was prepared and conducted in accordance with the laws and regulations of the State of New Mexico, and that the survey was performed by me or under my direct supervision on October 10, 2023. The boundaries on the plat depicted hereon were established using field measurements and documents of record. This survey is not a Land Division or Subdivision as per the New Mexico Subdivision Act. This survey meets the minimum standards for surveys set forth by the New Mexico Board of Licensure for Professional Surveyors and Engineers.

PRELIMINARY FOR REVIEW ONLY!
 Salvador I. Vigil, Date
 N.M.P.S. 10598

LSC SURVEYS, LLC
 2024 CHANDLER BLVD., SUITE 100, SANTA FE, NM 87505
 (505) 424-1111

PREPARED BY	S.I. VOYLES	OWNER	IVVA VOYLES - ARAGON & TRINIDAD ARAGON
DATE	NOV. 1, 2023	PROJECT NO.	260 LUISIESTE STREET
PROJECT NO.	L-2607847	CREATED	10/27/23
U.P.C. 1-863-009-234-339		SECTION 25, T.19N., R.08E., N.M.P.M.,	
PARCEL ID 1237152		CITY & COUNTY OF SANTA FE, STATE OF NEW MEXICO	

URIOSTE STREET

DUNLAP STREET

205 Urioste Street
 Residence
 Area = 0.07 Acres ±

Exhibit "A"

2.2' Residence encroachment onto Boundary

2.0' Residence encroachment onto Boundary

63.17'

70.48'

S 84° 56' 05" W

50.34'

S 13° 42' 00" W

N 10° 16' 23" W

53.96'

S 11° 43' 31" E

167.39'

61.62'

N 16° 56' 59" E

53.66'

S 08° 33' 39" E

S 08° 49' 22" W

167.39'

61.62'

MEMO


Date: March 12, 2024
To: Emily Oster, Finance Director
From: Edward Vigil, Property Manager, Land Use Dept. *EV*
Subject: Easement Encroachment Agreement for Trinidad & Maria Aragon

Good morning Emily, the attached "Easement Encroachment Agreement" between the City of Santa Fe (City) and property owners is being routed to you for signature. This Agreement was requested by the property owners of the parcel at 205 Urioste St which acquired the parcel in question last year as an inheritance from a deceased relative and had the parcel surveyed. It was discovered in the survey that a storage shed on the parcel is encroaching onto the Dunlap St right of way, which adjoins the southerly boundary of the parcel in question. The City acquired an easement which is recorded in Misc. Book 319, pg 863, record of SFCO for development of the roadway and infrastructure from a predecessor in title for the area in question. With this agreement there are no financial implications for either party and the proposed agreement will allow for the encroachment to remain in place until the City either needs the real estate for its own purposes or the structure deteriorates and needs to be removed by the owner at the time with option for the City to remove it and the owners to pay for the demolition. This agreement will place the City in a better position as to priority rights to the land since there was not provision for the bldg encroachment when the roadway was developed and the plans show the encroachment existed at the time and the City did not remove it then? If you have any questions please call/email me, thanks and have a good day. 6226

MEMO

Date: March 12, 2024

To: John Blair, City Manager

From: Edward Vigil, Property Manager, Land Use Dept. 

Subject: Easement Encroachment Agreement for Trinidad & Maria Aragon

Good morning John, the attached "Easement Encroachment Agreement" between the City of Santa Fe (City) and property owners is being routed to you for signature. This Agreement was requested by the property owners of the parcel at 205 Urioste St which acquired the parcel in question last year as an inheritance from a deceased relative and had the parcel surveyed. It was discovered in the survey that a storage shed on the parcel is encroaching onto the Dunlap St right of way, which adjoins the southerly boundary of the parcel in question. The City acquired an easement which is recorded in Misc. Book 319, pg 863, record of SFCO for development of the roadway and infrastructure from a predecessor in title for the area in question. With this agreement there are no financial implications for either party and the proposed agreement will allow for the encroachment to remain in place until the City either needs the real estate for its own purposes or the structure deteriorates and needs to be removed by the owner at the time with option for the City to remove it and the owners to pay for the demolition. This agreement will place the City in a better position as to priority rights to the land since there was not provision for the bldg when the roadway was developed and the plans show the encroachment existed at the time and the City did not remove it then? If you have any questions please call/email me, thanks and have a good day. 6226