


# MEMO

Date: March 18, 2024

To: John Blair, City Manager

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

Subject: Amended and Restated Grant of Sanitary Sewer Easement and Grant of Trail Easement

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Good morning John, attached is a signatory page for the “Amended and Restated Grant of Sanitary Sewer Easement and Grant of Trail Easement” between the property SFPS and City of Santa Fe (City) which is being routed to you for signature. This Amended Easement was sanctioned long ago by the City in order to connect trails in the area of Tierra Contenta with other City trails as part of the City’s transportation planning for connectivity and safer routes for children to schools. The original amended easement document has been misplaced and neither the City nor SFPS knows that the original was ever delivered or finalized. SFPS was able produce a copy of the approved instrument from their records and have been working with City staff to resolve the missing document issue so the City trail project can move forward, but SFPS is not willing to process the document thru their board again. I created an Affidavit regarding the authenticity of the copy and with the supplemental signatory page which names current officials (City Manager & City Clerk) I can finalize the document and record it into the county record. This is necessary at this time as the State is questioning the status of the work on the planning of the trail project and if not started by sometime this year they may call for the City to repay them all the monies invested and lose the funding for the project. If you have any questions please call/email me, thank you and have a good day. 6226



**AMENDED AND RESTATED GRANT OF SANITARY SEWER EASEMENT  
AND GRANT OF TRAIL EASEMENT**

This Amended and Restated Grant of Sanitary Sewer Easement and Grant of Trail Easement ("Amended Easement") is made by and between the Board of Education, Santa Fe Public School District, a local public body, whose address is 610 Alta Vista Street, Santa Fe, New Mexico, 87505 ("Grantor") and the City of Santa Fe, a municipal corporation, whose address is 200 Lincoln Avenue, Santa Fe, New Mexico, 87501 (Grantee").

**I. Recitals:**

- A. On July 17, 1990, Grantor and Grantee entered into a contract for Sanitary Sewer Easement ("Contract") by which Grantor intended to grant to Grantee and Grantee intended to accept an easement for the construction and maintenance of a sanitary sewer line easement within the a portion of Grantor's property commonly now known as Sweeney Elementary School, 501 Airport Road, Santa Fe, New Mexico, 87507. Said Contract was recorded in Book 768, Page 113, as Document No. 754898 of the records of the County Clerk of Santa Fe County. On or about July 17, 1990, the Santa Fe Board of Education, through its then Superintendent, executed a separate document titled "Sanitary Sewer Easement Parcel Number 1-6" which purported to be a grant of a "full and unrestricted" easement for a sanitary sewer line (hereafter "Sewer Easement") within the Sweeney Elementary School property. The parties hereto desire to reconcile the inconsistencies between the Contract and the Sewer Easement with respect to the Grantee's rights and obligations by amendment and restatement as provided hereinafter.
- B. Grantor and Grantee further desire to amend the Contract to permit the Grantee to construct and maintain a recreational trail within the boundaries of the Sewer Easement described as parcel 1-6 in the Contract and the Sewer Easement.
- C. Grantor is willing to expand the permitted uses of the Sewer Easement to include the grant of a separate recreational trail easement as describe in the "Trail Easement 5" description attached hereto as Easement Exhibit 1 and incorporated by reference, the "Trail Easement 6" description attached hereto as Exhibit 2 and incorporated by reference and the "Trail Easement 7" description attached hereto as Exhibit 3 and incorporated by reference. Collectively, hereafter the said easements are referred to as "Trail Easements".
- D. Grantee accepts such grants of easement subject to the terms and conditions hereinafter set forth.

**II. Grants and Easements:**

Now therefore, in consideration of the covenants and conditions mutually agreed to by and between the parties and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Grantor and Grantee agree:

- A. Confirmation of Sewer Easement. Grantor and Grantee acknowledge and agree that the Contract together with the Sewer Easement did constitute a grant and conveyance of a sanitary sewer line easement for the benefit of the City of Santa Fe and that said, Sewer Easement burdens the land of Grantee at the location described in the Sewer Easement as "Parcel 1-6". Grantee further acknowledges and agrees that the Special Conditions and General Conditions in the Contract were intended to continue in effect as if fully incorporated and re-stated in the Sewer Easement recorded at Book 768, Page 115 of the records of the County Clerk of Santa Fe County on November 13, 1991, except as amended hereinafter.

- B. Paragraph 4 of the Contract "Special Conditions" is amended to state,

The only physical structures visible on Parcels 1-6 after construction of the Tierra Contenta Sewer Line Extension Project shall be the sanitary sewer line manholes constructed at approximately ground level and those improvements permitted in Section D as herein after provided.

- C. Paragraph 7 of the General Conditions of the Contract is deleted in its entirety and substituted as follows:

Grantor and Grantee are each public bodies and political subdivisions of the state of New Mexico. Nothing in this Agreement shall be construed as a general waiver of sovereign immunity by Grantor or Grantee, and any tort claim with respect to either party arising in connection with this Amended Easement, shall be subject to the privileges and immunities of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1, et seq., Grantee shall obtain, keep in force and maintain public liability insurance, automobile insurance, property, fire and extended coverage insurance covering its operations on the Sewer Easement and workers' compensation insurance as required by New Mexico law. To the extent permitted by law, Grantor shall be named on Grantee's policies as an additional insured.

- D. Grant of Recreational Trail Easements. Grantor grants to Grantee three non-exclusive Trail Easements for contiguous recreational trails over, across and within the Sewer Easement as more particularly described in Exhibits 1 through 3 hereto subject to the following terms and conditions:

1. Temporary Construction License. Grantee is granted a temporary construction license for temporary use of Grantor's lands adjacent to the Sewer Easement for construction equipment, staging and access during the period of construction of the Trail Easements. Such license shall be limited to a total of forty (40) feet in width, twenty (20) feet on either side of the centerline of Sewer Easement. The aforesaid license shall terminate automatically upon completion of the construction of the Trail Easements.

2. Maintenance Easement. Grantor grants to Grantee a maintenance easement for each of the Trails Easements ten (10) feet wide on either side of the centerline of the Trail Easements.



3. Trail Easement Improvements. Grantee shall have the right but not the obligation to landscape, hardscape and construct other improvements including but not limited to trail signage, lighting and other public safety improvements consistent with the recreational use of the Trail Easements at Grantee's sole cost and expense and provided further that Grantee shall obtain the Grantor's written consent before constructing any improvements on the Trail Easements. Grantor's consent to the construction of such improvements may be withheld if Grantor determines that such construction or improvements would interfere with Grantor's use of that portion of the Grantor's property which is encumbered by the easement or the remainder of Grantor's adjacent property. Grantee shall notify Grantor at least 48 hours prior to commencing any work on the Trail Easements.

4. Covenants Running with the Land. Each of the Trail Easements shall burden Grantor's land and benefit Grantee so long as the Grantee continues to operate and maintain the Trail Easements. Grantee shall give written notice to Grantor no later than ninety (90) days prior to any action by Grantee to formally vacate or abandon the Trail Easements. The Trail Easements shall terminate automatically as of the date of the Grantee formally vacates or abandons said Easements without further action on the part of the Grantor or Grantee. Upon the date of termination, all improvements constructed on the Trail Easements shall become the property of the Grantor without compensation to Grantee.

5. Sovereign Immunity; Insurance. Grantor and Grantee are each public bodies or political subdivisions of the state of New Mexico. Neither party to this Amended Easement shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Amended Easement. Nothing in this Amended Easement shall be construed as a general waiver of sovereign immunity by Grantor or Grantee, and any tort claim with respect to the either party arising in connection with the Trail Easements, shall be subject to the privileges and immunities of the New Mexico Tort Claims Act (as amended). Subject to the provisions and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1, et seq., Grantee shall obtain, keep in force and maintain public liability insurance, automobile insurance, property, fire and extended coverage insurance covering its operations on the Trail Easements and workers' compensation insurance as required by New Mexico law. To the extent permitted by law, Grantor shall be named on Grantee's policies as an additional insured.

6. No Public Easement. Grantor grants the Trail Easements to Grantee only. Grantor acknowledges that Grantee plans to allow the public to use the Trail Easements, and finds such use acceptable and in accordance with the intention of the parties. Notwithstanding such permissive use, nothing in this Amended Easement shall be construed as creating an easement in favor of the general public.

7. Limitations and Restrictions on Trail Easements. The Trail Easements shall not be used for the following purposes:

- a. Members of the public shall not be allowed to use any motorized vehicles on the Trail Easements except such motorized vehicles as are necessary to reasonably accommodate use of the Easements by persons with disabilities as provided in the Americans with Disabilities Act. Nothing herein is intended to prohibit the use of motorized vehicles by Grantor or Grantee in the course of construction or maintenance or other permitted uses of the Easement and or

prohibit Grantor from maintaining Grantor's property and related structures.

b. Notwithstanding any other provision of this agreement, Grantee and the Public may not use the Easement in a manner that interferes with the continued use of the Property by Grantor for its purposes.

8. Assignment; Consent of Grantor. Grantee may assign its rights and obligations hereunder only with the prior written consent of Grantor which consent shall not be unreasonably withheld.

9. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to this Agreement shall be in writing and either served personally upon the other party or sent, certified mail, postage prepaid, to the following addresses:

**GRANTOR:**

Santa Fe Public Schools  
Attention: Superintendent  
610 Alta Vista Street,  
Santa Fe, New Mexico, 87505

**GRANTEE:**

City of Santa Fe  
Attention: City Manager  
200 Lincoln Avenue,  
Santa Fe, New Mexico, 87501

10. Recitals. The recitals contained in this Amended Easement shall be deemed an integral part of this Easement and shall be fully enforceable as if set out herein.

11. Headings. Headings and captions used in this Amended Easement are for reference purposes only and shall not be deemed to be an interpretation of the Amended Easement or Trail Easements.

12. Governing Law; Venue. This Amended Easement shall be interpreted and construed in accordance with the laws of New Mexico. Venue shall lie in the First Judicial District Court, Santa Fe County, New Mexico.

13. Severability. If any provision or application of this Amended Easement is found to be invalid, that portion shall be severed and the remainder of this Amended Easement shall remain in full force and effect.

14. Entire Agreement/Merger/Superseding. This Agreement expresses the entire agreement of the parties regarding the property and shall supersede any and all prior

agreements by and between the parties hereto regarding the Amended Easement and Trail Easements.

15. Covenants to Run with the Land. All covenants and provisions of this Agreement, including the benefits and burdens, run with the land of Grantor and Grantee and are binding upon and inure to the benefit of the heirs, successors, assigns, tenants, and personal representatives of the parties hereto.

16. Sufficiency of Appropriations: Termination of Amended Easement. To the extent the obligations of either party to this Amended Easement require the expenditure of public money, such obligations are contingent on the sufficiency of appropriations having been authorized and appropriated to Grantor or Grantee, respectively, for performance of said obligations. The decision of Grantor or Grantee, as the case may be, whether sufficient appropriations have been made for its performance of the obligations set forth herein above shall be final and not subject to dispute. In the event Grantor or Grantees makes a determination that it lacks sufficient appropriations to perform its obligations, it shall give written notice to the other party of its intent to terminate this Amended Easement as to either the Sewer Easement, the Trail Easements, or both no less than thirty (30) days prior to the effective date of termination. Upon the stated effective date, such designated easements shall be terminated and extinguished.

17. Counterparts. This Amended Easement may be executed in counterparts all of which when taken together shall be a single original.

***SIGNATURE PAGES FOLLOW***

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Sewer Easement and Grant of Trail Easements between the Board of Education, Santa Fe Public Schools, a local public body, and the City of Santa Fe, a Municipal Corporation on the date set forth below.

**GRANTOR:**

**GRANTEE:**

BOARD OF EDUCATION, SANTA FE  
PUBLIC SCHOOLS

CITY OF SANTA FE

By: [Signature]

By: \_\_\_\_\_

ERIK LITZENBERG, CITY MANAGER

Title: BOARD PRESIDENT

Date: 1/08/2019

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
CUDDY & MCCARTHY, LLP

ATTEST:

By: Charlotte H. Hetherington

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

CHARLOTTE H. HETHERINGTON

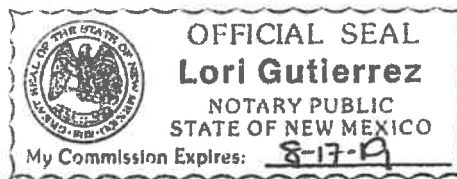
APPROVED AS TO FORM:

**ACKNOWLEDGMENT**

STATE OF NEW MEXICO )

) ss.

COUNTY OF SANTA FE )



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January 2019, by Steven J. Carrillo on behalf of the Board of Education, Santa Fe Public Schools, Grantor.

(Seal)

[Signature]  
Notary Public

My Commission Expires: 8-17-19



IN WITNESS WHEREOF, the parties have executed this Amended and Restated Sewer Easement and Grant of Trail Easements between the Santa Fe Board of Education, Santa Fe Public Schools, a local public body, and the City of Santa Fe, a Municipal Corporation on the date set forth below.

GRANTOR:

SANTA FE BOARD OF EDUCATION,  
SANTA FE PUBLIC SCHOOLS

\_\_\_\_\_  
By: STEVEN J CARRILLO  
Title: BOARD PRESIDENT

Date: \_\_\_\_\_

GRANTEE:

CITY OF SANTA FE

  
\_\_\_\_\_  
JOHN BLAIR, CITY MANAGER

Date: 03/18/2024

APPROVED AS TO FORM:

\_\_\_\_\_  
CHARLOTTE H. HETHERINGTON

Date: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
GERALYN CARDENAS,  
INTERIM CITY CLERK

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

) ss.

COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2018, by \_\_\_\_\_, on behalf of the City of Santa Fe, a municipal  
corporation, Grantee.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

### TRAIL EASEMENT 5 DESCRIPTION

ALL THAT PORTION OF TRACT A, WITHIN SECTION 7, TOWNSHIP 16 NORTH, RANGE 9 EAST NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO, SHOWN ON BOUNDARY SURVEY PLAT FOR SANTA FE BOARD OF EDUCATION SWEENEY ELEMENTARY RECORDED AS INST. NO.1583152 IN PLAT BOOK 710, PAGE 28,

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EASEMENT WHICH LIES S88°19'17"E 1104.64 FEET FROM SFC1007;

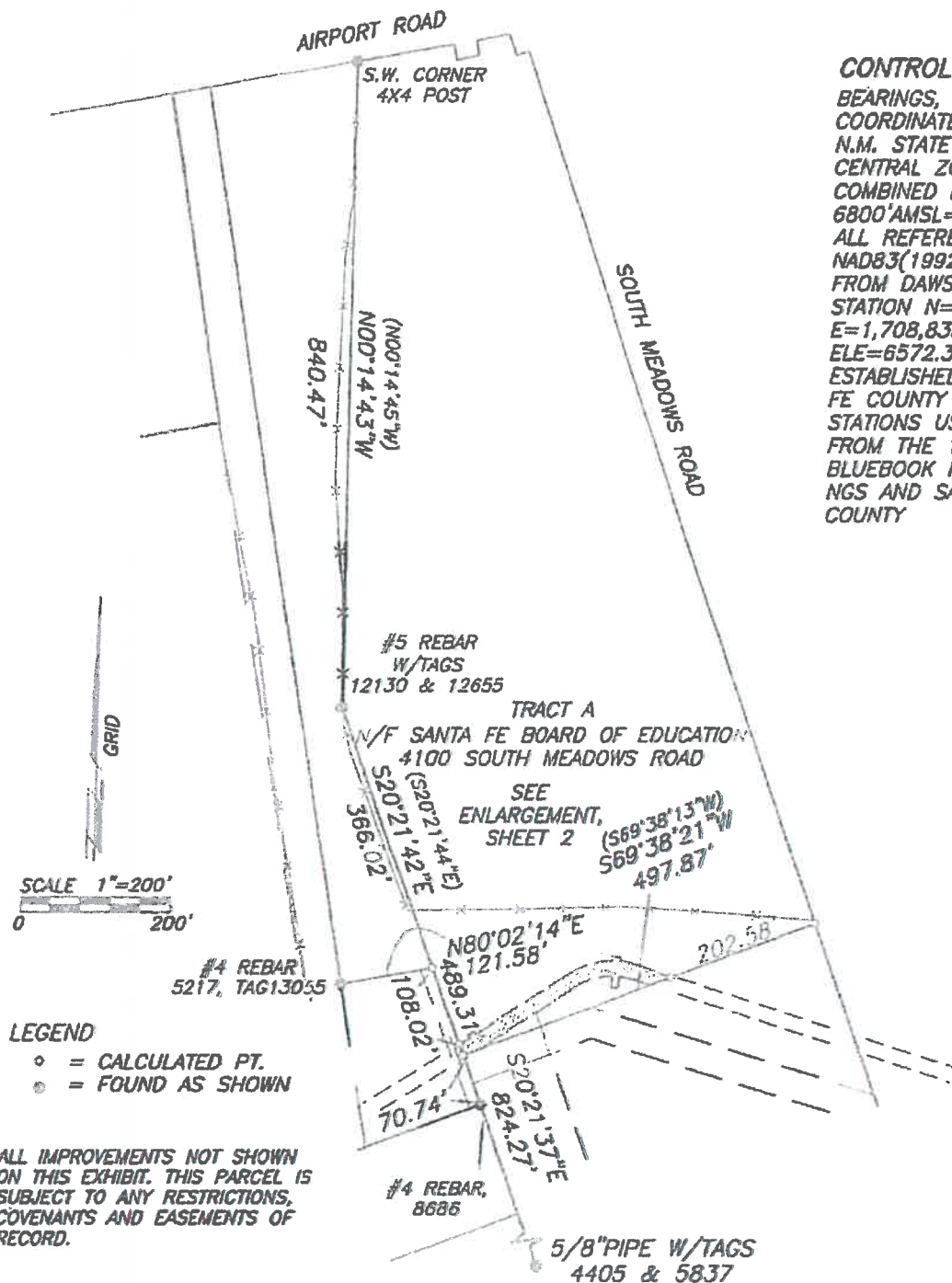
THENCE N57°19'55"E A DISTANCE OF 15.67 FEET;  
THENCE N32°40'05"W A DISTANCE OF 5.00 FEET;  
THENCE N57°19'55"E A DISTANCE OF 10.00 FEET;  
THENCE S32°40'05"E A DISTANCE OF 5.00 FEET;  
THENCE N57°19'55"E A DISTANCE OF 146.58 FEET;  
THENCE WITH A CURVE TO THE RIGHT A LENGTH OF 62.60 FEET, WITH A RADIUS OF 110.00 FEET, WITH A CHORD OF N73°38'03"E, 61.75 FEET,;  
THENCE N02°32'29"E A DISTANCE OF 4.99 FEET;  
THENCE S87°27'31"E A DISTANCE OF 10.00 FEET;  
THENCE S02°32'29"W A DISTANCE OF 4.99 FEET;  
THENCE WITH A CURVE TO THE RIGHT A LENGTH OF 30.80 FEET, WITH A RADIUS OF 110.00 FEET, WITH A CHORD OF S76°49'58"E, 30.70 FEET,;  
THENCE S69°06'26"E A DISTANCE OF 40.70 FEET;  
THENCE S69°38'21"W A DISTANCE OF 30.33 FEET;  
THENCE N69°06'25"W A DISTANCE OF 18.47 FEET;  
THENCE WITH A CURVE TO THE LEFT A LENGTH OF 23.82 FEET, WITH A RADIUS OF 90.00 FEET, WITH A CHORD OF N76°41'26"W, 23.75 FEET,;  
THENCE S02°32'29"W A DISTANCE OF 15.00 FEET;  
THENCE N87°27'31"W A DISTANCE OF 10.00 FEET;  
THENCE N02°32'29"E A DISTANCE OF 15.00 FEET;  
THENCE WITH A CURVE TO THE LEFT A LENGTH OF 50.26 FEET, WITH A RADIUS OF 92.87 FEET, WITH A CHORD OF S73°20'39"W, 49.65 FEET,;  
THENCE S57°19'55"W A DISTANCE OF 145.16 FEET;  
THENCE S16°26'50"E A DISTANCE OF 1.51 FEET;  
THENCE S69°38'21"W A DISTANCE OF 30.62 FEET;  
THENCE N20°21'42"W A DISTANCE OF 15.27 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.141 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



EXHIBIT 1 to Amended Easement



**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

**EASEMENT 5**  
**TRAIL EASEMENT EXHIBIT**  
 WITHIN SECTION 7, TOWNSHIP 16 NORTH,  
 RANGE 9 EAST, NMPM, CITY AND COUNTY  
 OF SANTA FE, NEW MEXICO

**EXHIBIT 1-B**  
**SHEET 1 OF 2**

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

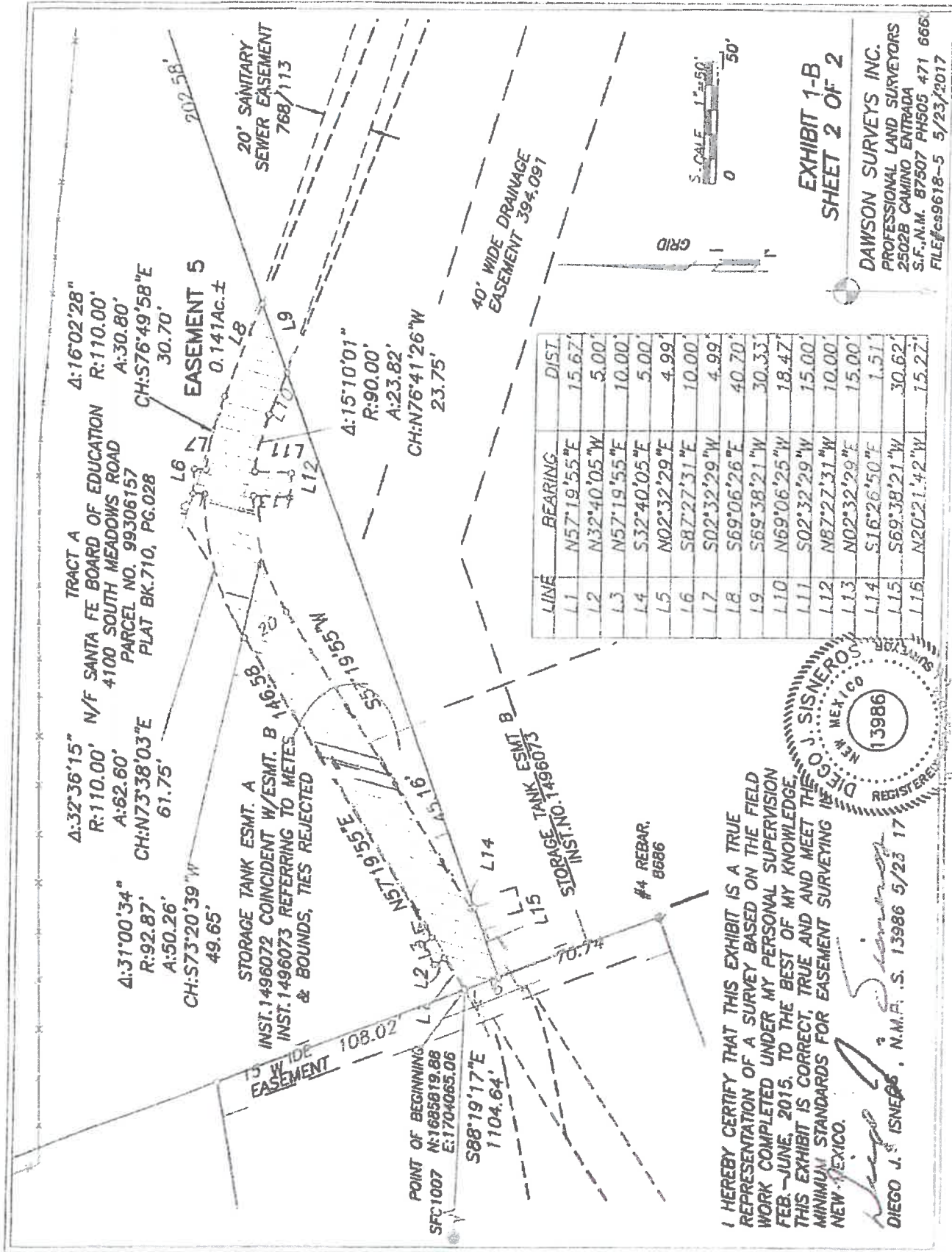
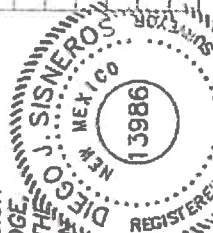


EXHIBIT 1-B  
SHEET 2 OF 2

DAWSON SURVEYS INC.  
PROFESSIONAL LAND SURVEYORS  
2502B CAMINO ENTRADA  
S.F., N.M. 87507 PH505 471 666  
FILE#cs9618-5 5/23/2017

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. Cisneros  
DIEGO J. CISNEROS, N.M.F.S. 13986 5/23 17



### TRAIL EASEMENT 6 DESCRIPTION

ALL THAT PORTION OF TRACT B, WITHIN SECTION 7, TOWNSHIP 16 NORTH, RANGE 9 EAST NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO, SHOWN ON BOUNDARY SURVEY PLAT FOR SANTA FE BOARD OF EDUCATION SWEENEY ELEMENTARY RECORDED AS INST. NO.1583152 IN PLAT BOOK 710, PAGE 28,

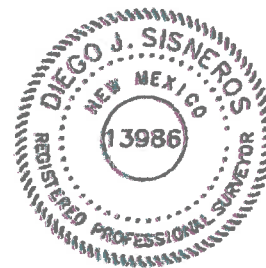
WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

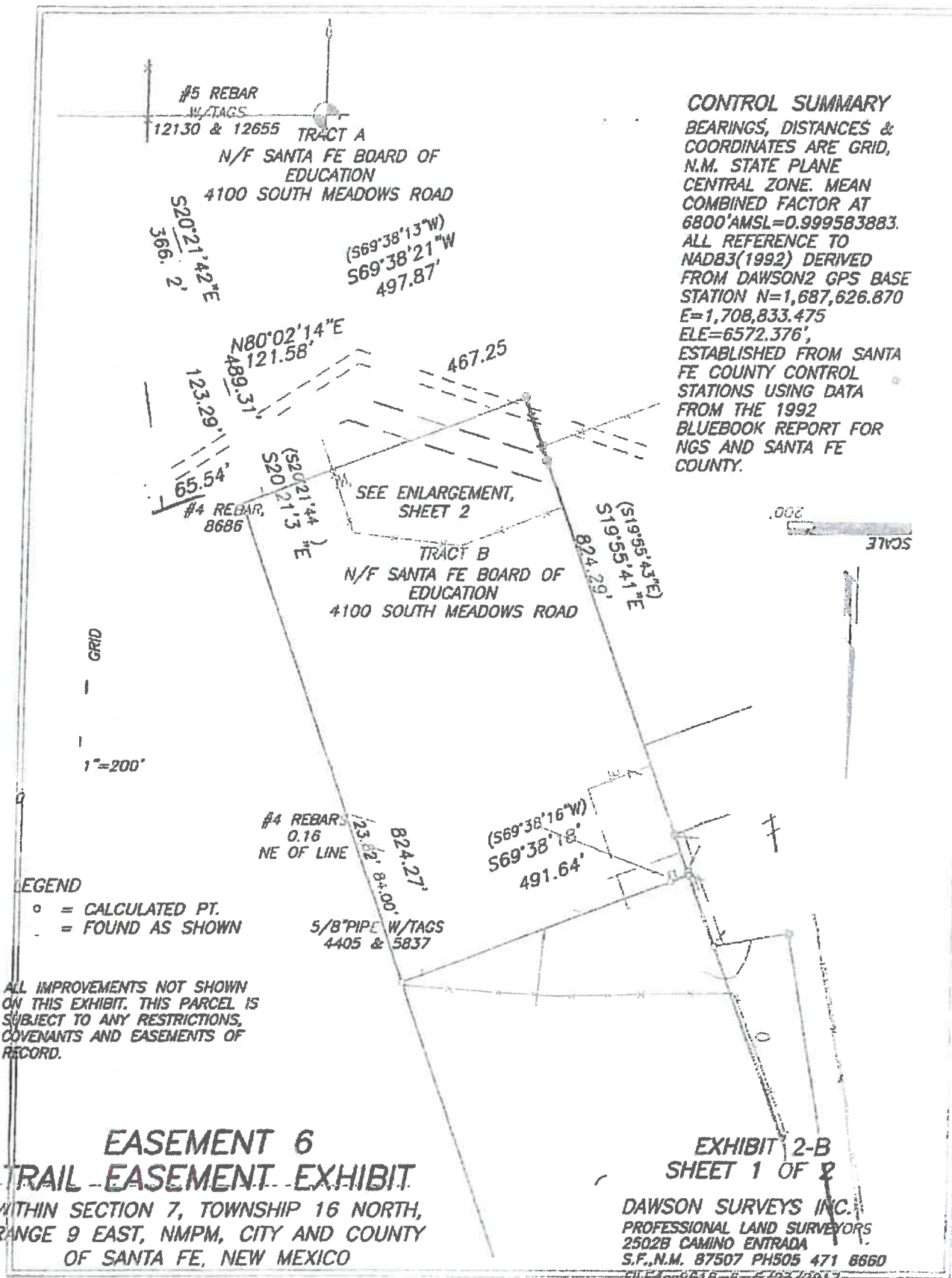
BEGINNING AT THE NORTHWEST CORNER OF TRACT B, ALSO THE NORTHWEST CORNER OF SAID EASEMENT WHICH LIES S87°35'29"E 1110.48 FEET FROM SFC1007;

THENCE N69°38'21"E A DISTANCE OF 30.62 FEET;  
THENCE S16°26'50"E A DISTANCE OF 16.61 FEET;  
THENCE S73°33'10"W A DISTANCE OF 10.00 FEET;  
THENCE N16°26'50"W A DISTANCE OF 15.21 FEET;  
THENCE S57°19'55"W A DISTANCE OF 21.03 FEET;  
THENCE N20°21'42"W A DISTANCE OF 5.20 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, HAVING AN AREA OF 223.46 SQUARE FEET OR 0.005 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





LINE	BEARING	DIST.
L1	N69°38'21"E	30.62'
L2	S16°26'50"E	16.61'
L3	S73°33'10"W	10.00'
L4	N16°26'50"W	15.21'
L5	S57°19'55"W	21.03'
L6	N20°21'42"W	5.20'



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

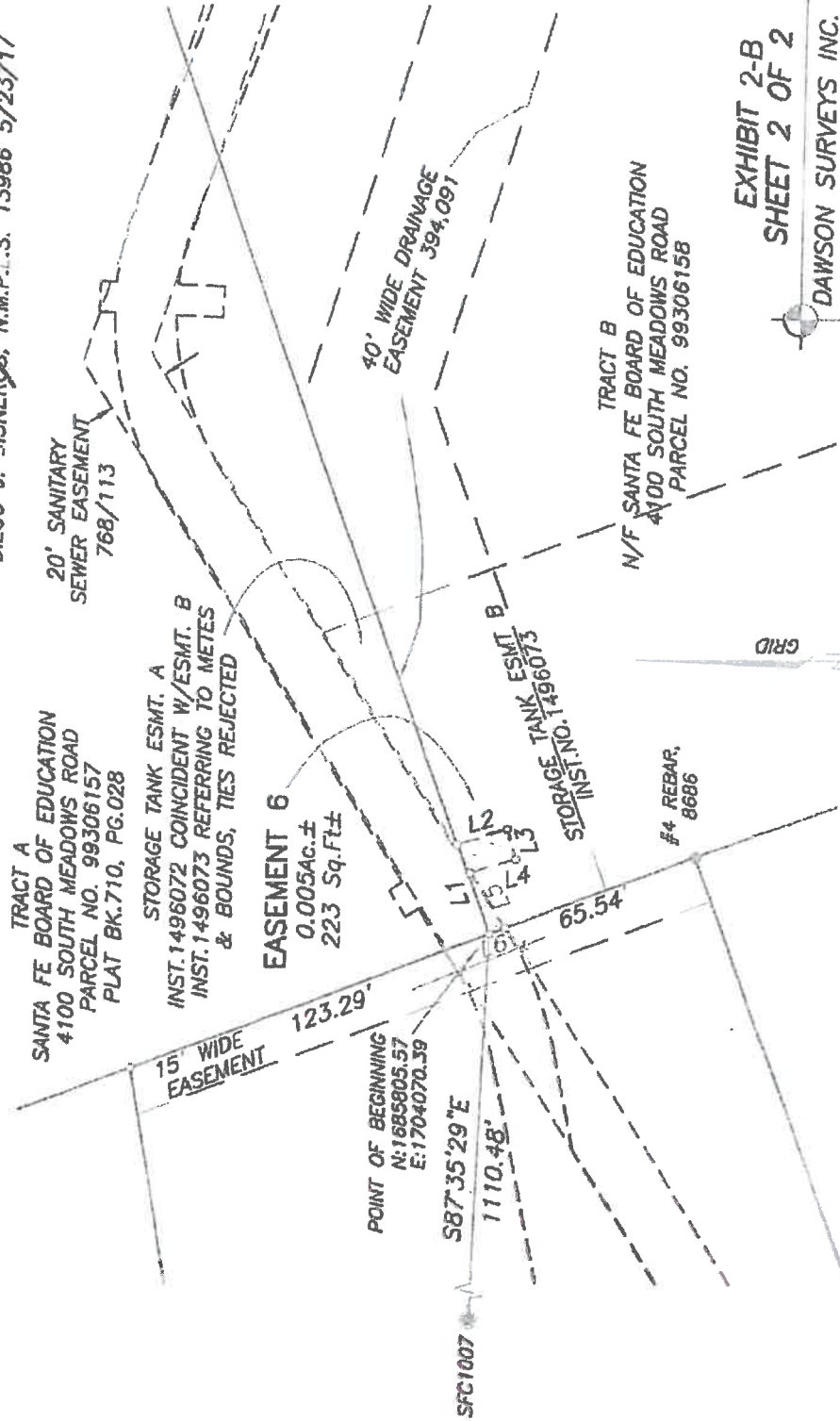


EXHIBIT 2-B  
 SHEET 2 OF 2

DAWSON SURVEYS INC.  
 PROFESSIONAL LAND SURVEYORS  
 2502B CAMINO ENTRADA  
 S.F.N.M. 87507 PH505 471 6660  
 FILE#cs9618-6 5/23/2017

### TRAIL EASEMENT 7 DESCRIPTION

ALL THAT PORTION OF TRACT B, WITHIN SECTION 7, TOWNSHIP 16 NORTH, RANGE 9 EAST NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO, SHOWN ON BOUNDARY SURVEY PLAT FOR SANTA FE BOARD OF EDUCATION SWEENEY ELEMENTARY RECORDED AS INST. NO.1583152 IN PLAT BOOK 710, PAGE 28,

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EASEMENT WHICH LIES N87°41'03"E 1387.46 FEET FROM SFC1007;

THENCE S69°06'26"E A DISTANCE OF 197.77 FEET;

THENCE WITH A CURVE TO THE LEFT A LENGTH OF 35.53 FEET, WITH A RADIUS OF 50.00 FEET, WITH A CHORD OF S89°27'58"E, 34.79 FEET,;

THENCE N70°10'31"E A DISTANCE OF 20.31 FEET;

THENCE S19°55'41"E A DISTANCE OF 20.00 FEET;

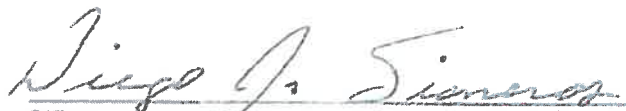
THENCE S70°10'31"W A DISTANCE OF 20.35 FEET;

THENCE WITH A CURVE TO THE RIGHT A LENGTH OF 49.75 FEET, WITH A RADIUS OF 70.00 FEET, WITH A CHORD OF N89°27'57"W, 48.71 FEET,;

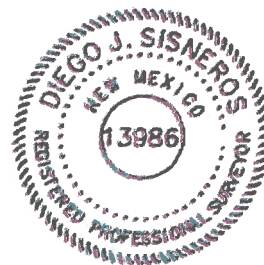
THENCE N69°06'25"W A DISTANCE OF 220.57 FEET;

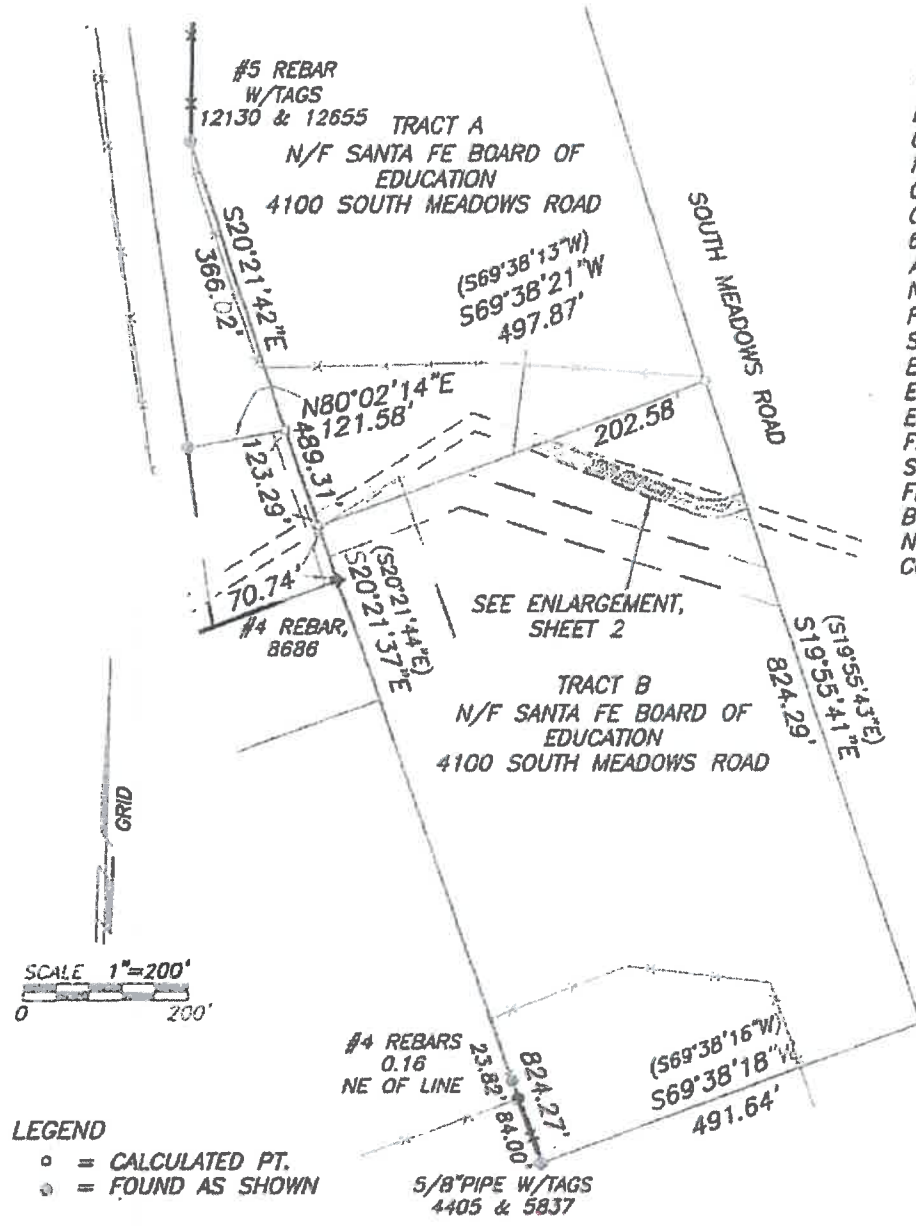
THENCE N69°38'21"E A DISTANCE OF 30.33 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.125 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.

SCALE 1"=200'  
 0 200'

**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.

**EASEMENT 7**  
**TRAIL EASEMENT EXHIBIT**  
 WITHIN SECTION 7, TOWNSHIP 16 NORTH, RANGE 9 EAST, NMPM, CITY AND COUNTY OF SANTA FE, NEW MEXICO

**EXHIBIT 3-B**  
**SHEET 1 OF 2**

DAWSON SURVEYS INC.  
 PROFESSIONAL LAND SURVEYORS  
 25028 CAMINO ENTRADA  
 S.F., N.M. 87507 PH505 471 6680  
 FILE#ca9618-7 5/23/2017



