

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

The City of Santa Fe, a Municipal Corporation, herein "Grantor" for and in consideration of provision of public transportation services and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and convey unto the North Central Regional Transit District ("NCRTD"), a regional transit district, herein "Grantee", its successors and assigns, a non-exclusive access and bus stop easement for a term of eighteen (18) years to the lands as set forth on Exhibit A, attached hereto and incorporated herein (the "Easement").

1. Grantee, its members, employees, representatives, contractors, agents, consultants, invitees, visitors, successors and assigns shall be entitled to exercise the rights granted hereunder without any notice or consent from Grantor.
2. This non-exclusive Access Easement Agreement is a covenant running with the land and the terms, covenants and provisions of this Agreement shall extend to and be binding upon Grantee and Grantor and their respective successors and assigns.
3. Grantee shall use the Easement only for access and to develop and maintain a bus stop, which may include a shelter structure or other reasonable fixtures supplied by Grantee.
4. The following shall be considered proof of abandonment of this Easement and all rights herein granted shall revert back to the Grantor or its successor and assigns:
  - a. Non-use of the Easement granted herein, for any period in excess of two (2) years without the prior written consent of Grantor;
  - b. Use of the Easement for a purpose other than as described in Paragraph 3; or
  - c. Failure by NCRTD to terminate the prior easement executed by the City on June 9, 2022, and identified by the Santa Fe City Clerk's Office as Item #22-0257 within ninety (90) days of the City signing this Agreement.

Within a reasonable period of time after Grantor's City Manager providing notice of abandonment, Grantee shall restore the property to its original condition.

5. Grantor, its members, employees, representatives, contractors, agents, consultants, invitees, visitors, franchisee's, successors and assigns, shall be able to use and enjoy the Easement so long as Grantor's use does not interfere with the rights conveyed to Grantee herein.
6. NCRTD accepts the Easement, and its condition, "as-is".
7. The Parties agree that the NCRTD shall be responsible for making improvements to the Easement. The type and location of any improvements deemed necessary by the Parties shall be agreed to in writing by NCRTD and the City's Director of Public Works prior to making any improvements that would impact the Parties' respective operations on the Easement and City property.

All alterations and improvements made to or placed by the NCRTD on the Easement

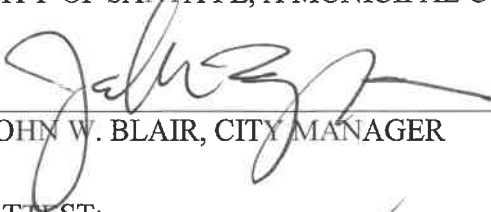
which can be removed without undue damage to the Easement and are, in fact, removed by NCRTD prior to or within thirty (30) days of termination of this Agreement or any renewal thereof are and shall remain the property of NCRTD except as mutually agreed in writing by NCRTD and the City's Public Works Director. Alterations or improvements which cannot be removed without undue damage to the Easement shall become the City's property except as agreed to in writing by NCRTD and the City's Public Works Director.

8. At the termination of this Agreement, NCRTD shall surrender the Easement in the condition in which it was found at the inception of this Agreement, excepting:
  - a. Deterioration caused through ordinary wear and tear;
  - b. Alterations, improvements, or conditions made as part of this Agreement; or
  - c. Any change, damage, or destruction not resulting from NCRTD's operation of a bus stop on the Easement.
9. As between the Parties, 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, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the Parties and is not intended to modify, in any way, the Parties liabilities as governed by the law of the State of New Mexico.
10. NCRTD shall be responsible for any maintenance on the Easement, and shall not have responsibility for maintaining any part of Fort Marcy Ballpark outside the easement
11. All notices relating to this Agreement shall be in writing by e-mail to the individuals below or U.S. Mail to:
  - a. City Manager  
P.O. Box 909  
Santa Fe, NM 87502
  - b. Anthony Mortillaro, Executive Director  
North Central Regional Transit District  
1327 North Riverside Drive  
Española, New Mexico, 87532  
505-629-4713
12. Each party has the option of cancelling this Agreement by giving written notice sixty (60) days prior to the termination date. 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 amount required by the federal government of NCRTD for the conversion of the transit facilities to non-transit use and any relocation costs for a new or relocated facility. The City's liability upon termination shall not exceed \$[need an amount here].
13. Provisions of this Agreement shall apply and extend to all successors of the Parties.
14. This Agreement shall not be altered except by in writing signed by both Parties.

15. 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 Agreement.

WITNESS my hand and seal this day of \_\_\_\_\_, 2024.

GRANTOR:  
CITY OF SANTA FE, A MUNICIPAL CORPORATION:

  
\_\_\_\_\_  
JOHN W. BLAIR, CITY MANAGER


ATTEST:  
  
\_\_\_\_\_  
GERALYN CARDENAS, INTERIM CITY CLERK *all*

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:  
  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED:  
  
\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM

GRANTEE:  
NORTH CENTRAL REGIONAL TRANSIT DISTRICT

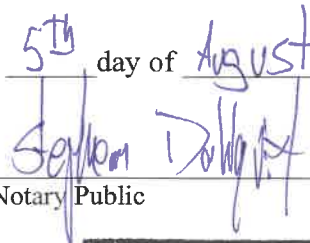
  
\_\_\_\_\_  
Anthony Mortillaro, Executive Director

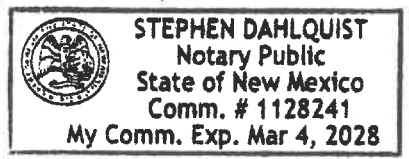
ACKNOWLEDGMENT

STATE OF NEW MEXICO)  
                  *Rio Arriba* ) SS  
COUNTY OF ~~SANTA FE~~ )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2024, on behalf of North Central Regional Transit District.

Commission Expires: 3/4/28  
(Seal)

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



## Exhibit A

The City grants the Easement under the foregoing terms to all that land in Fort Marcy Ballpark in the City of Santa Fe, County of Santa Fe, State of New Mexico, that is particularly described as follows:

A quadrangle with its corners at the locations identified by Global Positioning System coordinates of

- NW: 35.69696, -105.93513
- SW: 35.69688, -105.93512
- NE: 35.69697, -105.93499
- SE: 35.69691, -105.93498,

comprising an area of approximately 250 square feet.

**EXHIBIT A**





# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # \_\_\_\_\_

Contractor: North Central Regional Transit District

Description: **Termed Easement Agreement between the City of Santa Fe and the North Central Regional Transit District**

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: 08/01/2024 Term End Date: 07/31/2042

Approved by Council Date: \_\_\_\_\_

### **Contract / Lease: Easement Agreement**

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### **Amendment is for:**

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**NCRTD currently operates a bus stop located within the north parking lot of Fort Marcy Park. Every year, the bus stop is moved due to Zozobra. To mitigate risk and liability, a nearby location was selected as the new location for the bus stop. The proposed easement has an 18-year term and can be terminated by either party.**

3. **Procurement History: Easements are exempt from Procurement.**

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

4. **Funding Source: None/no money being exchanged** Org / Object: \_\_\_\_\_

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Terry Lease Phone # (505) 629-2206

Email: tjlease@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** August 8, 2024

**TO:** John W Blair, City Manager

**VIA:** Johanna Nelson, Office of Economic Development Director             
Regina Wheeler, Public Works Department Director           

**FROM:** Terry Lease, Asset Development Manager           

**Re:** Termed Easement Agreement between the City of Santa Fe and the North Central Regional Transit District

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### **ACTION**

Request for the Approval of an Easement Agreement with North Central Regional Transit District ("NCRTD") for an NCRTD bus stop within Fort Marcy Park . (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

### **BACKGROUND AND SUMMARY:**

NCRTD currently operates a bus stop located within the north parking lot of the Fort Marcy Park ("Park"). The Park's current bus stop was being moved every year during the preparation for the Burning of Zozobra Celebration to avoid damaging the shelter by the high temperatures caused by the burn. To mitigate risk and liability, a nearby location in the Park off of Murales Road was selected as the new location for the bus stop.

The proposed easement has an 18-year term and can be terminated by either party by giving the other party 60-days-notice prior to the termination. NCRTD will pay for the relocation and maintenance of the new bus stop. Both locations are depicted on the attached **Exhibit A**.

### **ATTACHMENTS:**

Easement  
Summary of Contracts