

# MEMO

Date: March 4, 2026

To: Andrea Phillips, Interim Finance Director

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

Hi Andrea, attached hereto is a Construction Maintenance Easement which is being granted to the City over a portion of the San Isidro Plaza for a public crosswalk which is appurtenant to the hotel being built on the adjoining parcel at 4680 San Ignacio Rd. The developer of the hotel was mandated by the CoSF to install the public crosswalk in the area as part of their offsite improvement requirements. The rights created by this agreement will allow for others to build the crosswalk and later the City can legally maintain it. Please sign the document so that it can thereafter be forwarded to the City Manager and thereafter the City Clerk to finalize the agreement. If you have questions please call or email me @ 6226 or [ejvigil@santafenm.gov](mailto:ejvigil@santafenm.gov).

**CITY OF SANTA FE  
CONSTRUCTION MAINTENANCE EASEMENT**

THIS INDENTURE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the **SAN ISIDRO VILLAGE CONDOMINIUM ASSOCIATION, A N.M. NON-PROFIT CORPORATION** (herein “Grantor”) and the **CITY OF SANTA FE, A NEW MEXICO MUNICIPAL CORPORATION** (herein “Grantee”), whose address is 200 Lincoln Ave, Santa Fe NM.

WITNESSETH: That Grantor, for no consideration paid by Grantee, which is hereby acknowledged, desires to grant to Grantee, and Grantee desires to accept from Grantor, a non-exclusive easement to construct, maintain and perform any necessary acts relative to the property safety and function of the crosswalk improvements described herein, all upon the terms and provisions of this Agreement, along, over and across the Easement area defined and described below, which is the following described tract or parcel of land and real estate lying situate and being in the City and County of Santa Fe, State of New Mexico, to-wit:

**See attached Exhibit “A”**

1. **Property.** The real property where the easement is located is commonly known as the San Isidro Village Condominium (“Condominium”), located at 3470 Zafarano Drive, in the City and County of Santa Fe, New Mexico (“Property”). The Property is more particularly described in the Condominium Declaration for the San Isidro Village Condominium filed on June 18, 2014 as Instrument No. 1739374 and as shown on “First Amended and Restated Condominium Survey of Tract ‘G’ & Tract ‘F’ of the San Isidro Village Condominium” filed on December 17, 2021, in Plat Book 836, pages 3-4 as Instrument No. 1974860, records of Santa Fe County, New Mexico.

2. **Easement Area.** The Easement Area designated above is legally described on Exhibit A and located in the westerly portion of the Property as shown on that certain survey entitled “First Amended and Restated Condominium Survey of Tract ‘G’ & Tract ‘F’ of the San Isidro Village Condominium” filed on December 17, 2021, in Plat Book 836, pages 3-4 as Instrument No. 1974860, records of Santa Fe County, New Mexico.

3. **Grant-Use.** Pursuant to the New Mexico Condominium Act, NMSA 1978, § 47-7C-2, and the provisions of the Declaration. Grantor hereby grants Grantee a non-exclusive easement within the Easement Area for the construction and maintenance of a street crosswalk for public use, and to construct such other improvements as

may be necessary, appropriate or desirable in connection with the use of the same. Grantee's improvements shall include without limitation the construction and maintenance of public crosswalk and appurtenant ADA ramps within Easement Area. Grantee's use of the Easement Area is non-exclusive, and Grantor and others may use the same in any manner that does not unreasonably interfere with Grantee's permitted use.

**4. Maintenance and Repair.** Grantee shall keep the Easement Area and improvements thereon in good condition and repair at all times and shall promptly remove excessive debris and graffiti, at Grantee's expense. All Construction, installation and maintenance of improvements on the Easement Area shall comply with all applicable laws, governmental regulations and building codes. If the Easement Area is damaged, then Grantor may notify Grantee of such damage and Grantee shall promptly repair the Easement Area, provided however that Grantor shall have no obligation to inspect the Easement Area or inform Grantee of any condition on or affection the Easement Area.

**5. Running of benefits and Burdens.** The grant of easements, covenants, rights and obligations set forth herein shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, any person(s) or entity (ies) acquiring, holding or owning an interest in or to the Property (including the owners of units in the condominium) and their successors and assigns.

**6. Limitation.** Any liability incurred by the City of Santa Fe in connection with this Easement Agreement is subject to the immunities and limitations of New Mexico Constitution, Article IX §12, and the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et. seq. The City and its "public employees" as defined in the Tort Claims act do not waive sovereign immunity or any defense or limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the Tort Claims Act.

**7. Miscellaneous.** Grantor, on behalf of itself and Condominium unit owners, reserves the right to use the Easement Area for any and all purposes which do not interfere in any material respect with the use of the Easement Area. No provision of this Agreement shall be deemed waived by either party unless such waiver is in writing and signed by the party making such waiver. No custom or practice between the parties in connection with the terms of this Agreement shall be construed to modify the Agreement or waive either party's right to insist upon strict performance of the terms of this Agreement. This Agreement may be modified only by a written document signed by both parties. Time is of the essence of this Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts



ATTEST:

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ANDREA SALAZAR, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:



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ASSISTANT CITY ATTORNEY

APPROVED:

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EMILY OSTER, FINANCE DIRECTOR



ATTEST:

  
\_\_\_\_\_

GERALYN CARDENAS, INTERIM CITY CLERK



APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

  
\_\_\_\_\_

ASSISTANT CITY ATTORNEY

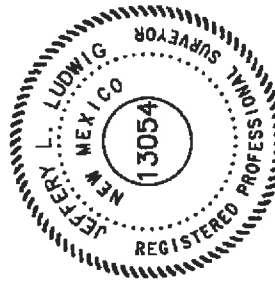
APPROVED:

  
\_\_\_\_\_

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

# LEGEND

- CAPPED REBAR "8877" FOUND AND USED
- COMPUTED POINT
- ⊙ SEWER MANHOLE COVER
- ⊙ STORM SEWER MANHOLE COVER
- ⚙ LIGHT POLE
- CnG CURB AND GUTTER
- ▒ DRAIN INLET



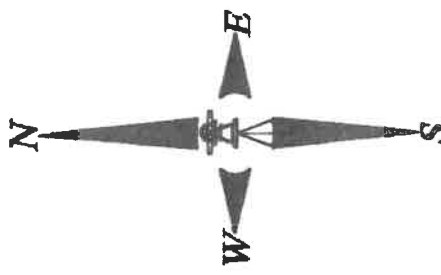
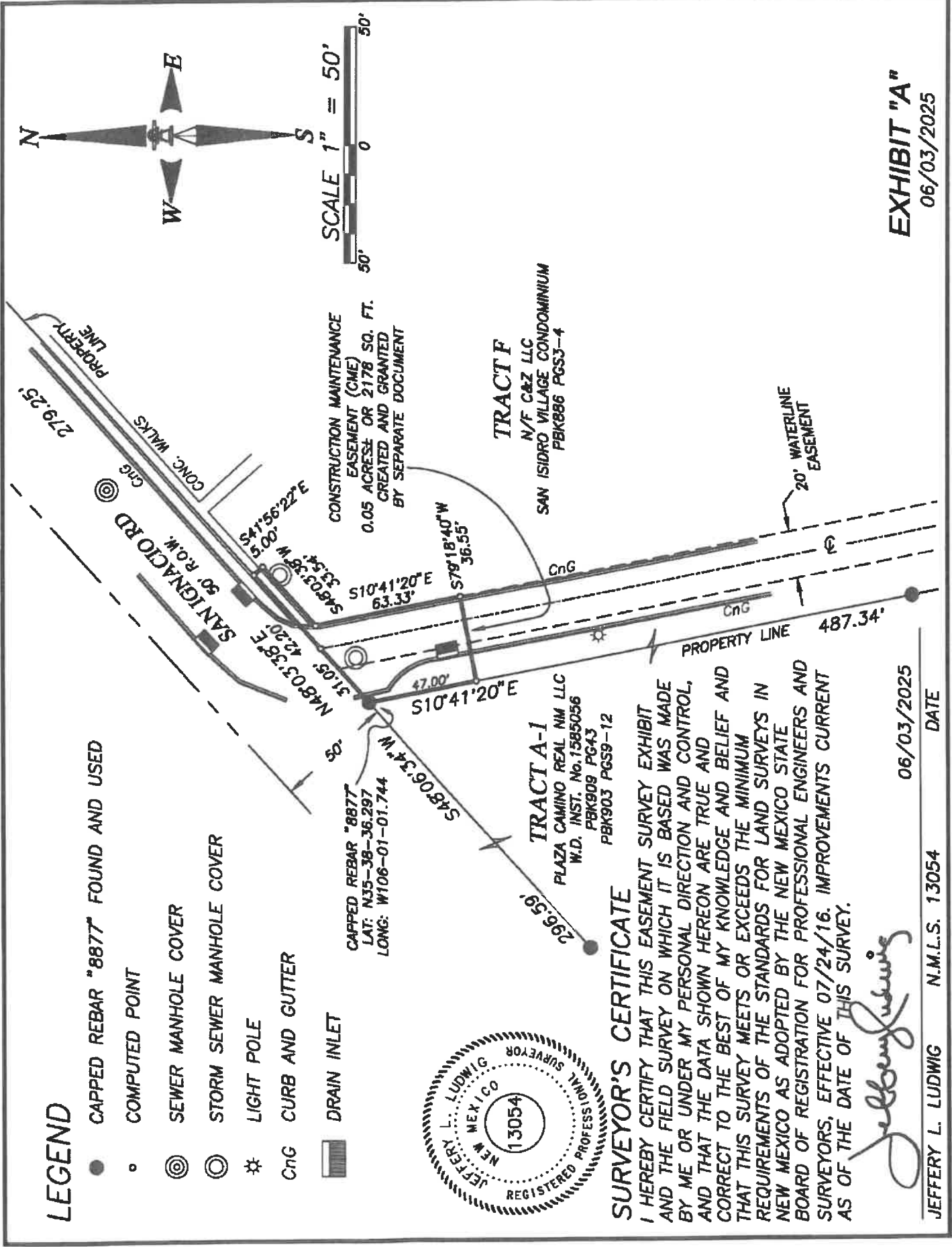
## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EASEMENT SURVEY EXHIBIT AND THE FIELD SURVEY ON WHICH IT IS BASED WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL, AND THAT THE DATA SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, EFFECTIVE 07/24/16. IMPROVEMENTS CURRENT AS OF THE DATE OF THIS SURVEY.

*Jeffery Ludwig*

JEFFERY L. LUDWIG N.M.L.S. 13054

06/03/2025 DATE



**EXHIBIT "A"**  
06/03/2025

LEGAL DESCRIPTION  
OF  
CONSTRUCTION MAINTAINANCE  
EASEMENT  
(CME)

A CERTAIN TRACT OF LAND, BEING A **CONSTRUCTION MAINTAINANCE EASEMENT**, LYING AND BEING WITHIN **TRACT F**, WHICH IS SHOWN ON A PLAT OF SURVEY FILED FOR RECORD IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN **PLAT BOOK 886 PAGES 3-4** AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS,

BEGINNING AT THE NORTHWEST CORNER OF THE EASEMENT, MARKED BY A CAPPED REBAR "8877" FOUND, ALSO BEING THE NORTHWEST CORNER OF TRACT F AND THE NORTHEAST CORNER OF TRACT A-1, THENCE FROM SAID POINT AND PLACE OF BEGINNING THE FOLLOWING COURSES AND DISTANCES

N48°03'38"E 73.25 FEET TO A COMPUTED POINT ON THE SOUTHERLY R.O.W. OF SAN IGNACIO ROAD, THENCE LEAVING SAID R.O.W.  
S41°56'22"E, 5.00 FEET TO A COMPUTED POINT AND THENCE  
S48°03'38"W, 33.54 FEET TO A COMPUTED POINT AND THENCE  
S10°41'20"E, 63.33 FEET TO A COMPUTED POINT AND THENCE  
S79°18'40"W, 36.55 FEET TO A COMPUTED POINT AND THENCE  
N10°41'20"W, 47.00 FEET TO THE SAID POINT AND PLACE OF BEGINNING

CONTAINING 0.05 ACRES+- or 2178 SQ. FT.

ALL AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE PART OF THIS LEGAL DESCRIPTION



A handwritten signature in cursive script that reads "Jeffery Ludwig".