

[illegible]

GRANT OF EASEMENT

OWNER: Los Alamos Public Schools

PROPERTY ADDRESS: 90 Grand Canyon, White Rock, NM 87547

SUBDIVISION: Tract F, Parcel 1, Survey of White Rock

RECITALS

A. The Los Alamos Public Schools, a political subdivision of the state of New Mexico, (Grantor) holds legal title to certain real property (Property) located in the County of Los Alamos, New Mexico.

B. The Incorporated County of Los Alamos, a political subdivision of the state of New Mexico, (Grantee) among whose activities are the establishment, maintenance and expansion of a comprehensive network of trails promoting public access to said trail network throughout the County of Los Alamos which allow for public recreational use and enjoyment.

C. Grantor desires to grant to Grantee, and Grantee desires to receive from Grantor, a trail easement over and across a portion of the Grantor's Property that connects into an existing and future network of trails, upon the terms and provisions herein.

GRANTS AND AGREEMENTS

NOW, THEREFORE, the undersigned owner-Grantor does hereby grant to the Grantee, its successors and assigns, a non-exclusive trail easement over, across, in and upon the land described in Exhibit A attached hereto (the "Legal Description of Easement"), in consideration of the mutually beneficial promises and covenants herein. Said Easement lies within Tract F, as shown on the attached Exhibit B (the "Easement"), both of which Exhibits are incorporated herein.

EASEMENT

Grantor hereby grants an easement for a multi-use trail primarily for public pedestrian use as generally depicted on Exhibit B attached hereto (the "Trail") for the benefit of the residents of the Incorporated County of Los Alamos and other visitors to the area, together with the right of ingress and egress of the surface for crews and equipment and including the right and obligation to maintain the Easement in good order and free of any hazards and to remove any obstruction in the easement which may or might interfere therewith without any liability to the Grantor or any other party for such removal.

Use of the Easement Property is further restricted as follows:

- a. Littering is prohibited.
- b. Animals accompanying Trail Users shall be leashed or harnessed at all times by the Trail User

bringing such animal onto the Easement Property, and such Trail User is responsible for clean-up and removal of all animal waste from the Easement Property.

- c. Camping or picnicking is prohibited.
- d. Fires are prohibited.
- e. Motorized, electric-assisted bicycles (class 2 and class 3) and other non-human powered vehicles are prohibited.
- f. Firearms or other weapons and their discharge are prohibited.

The undersigned Grantor, its successors and assigns, shall not construct or maintain any improvements, or other obstruction in or on the easement granted by this document, without the express written consent of the Grantee. Grantee acknowledges and understands that Grantor shall not maintain, repair, reconstruct or monitor the use or condition of the Easement and the Easement Property. This grant of easement shall be binding upon the Grantor, its successors and assigns. Notwithstanding the foregoing, the parties agree that the Easement shall be modified to conform with the as-built site plan for the Trail, such that the Easement shall not interfere with the Grantor's buildings or hardscaped improvements (such as sidewalks or parking lots).

Grantee Obligations

Grantee shall be responsible for:

- a. the payment of any and all costs and expenses incurred in and arising out of any use, repair, maintenance, or improvements of the Trail; and
- b. monitoring the condition of the Easement Property and the use thereof, to repair and remediate any hazardous conditions existing or created thereon; and
- c. monitoring Trail Users' use of the Easement and the Easement Property for compliance with the requirements, restrictions and limitations on use, set forth in this Agreement.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of New Mexico, with venue in Los Alamos County.

Liability As between the Grantor and the Grantee, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Easement. Any liability incurred in connection with this Easement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

Captions.

The captions of the Sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

Binding Effect.

It is understood and agreed that the Easement shall run with the land and shall be binding upon and

IN WITNESS WHEREOF, Grantor and Grantee duly caused this Agreement to be executed as of the date of the last signature.

LOS ALAMOS PUBLIC SCHOOLS

By

Jennifer Guy
Superintendent of the Los Alamos Public Schools

) **SS.**

COUNTY OF LOS ALAMOS)

The above and foregoing instrument was acknowledged before me this 14th day of May 2025 by Jennifer Guy, Superintendent of the Los Alamos Public Schools.

Christina Gonzal
Notary Public

My Commission Expires: April 10, 2027

STATE OF NEW MEXICO
NOTARY PUBLIC
CHRISTINA GONZALES
COMMISSION #1123579
EXPIRES APRIL 10, 2027

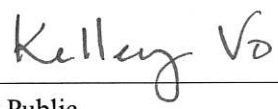
GRANTEE:

**THE INCORPORATED COUNTY OF LOS
ALAMOS**

By 
Anne W. Laurent,
COUNTY MANAGER

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The above and foregoing instrument was acknowledged before me this 19 day of May 2025 by Anne W. Laurent, as County Manager of the Incorporated County of Los Alamos, Los Alamos County, New Mexico.


Notary Public

My Commission Expires: Feb 7, 2029

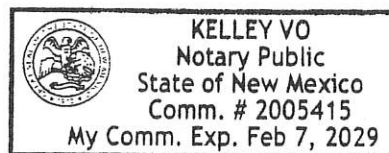


EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT

A TRAIL EASEMENT WITHIN TRACT F, PARCEL 1, SURVEY OF WHITE ROCK, RECORDED AS DOCUMENT 253228 IN LOS ALAMOS COUNTY RECORDS IN LOS ALAMOS, NEW MEXICO AND BEING DESCRIBED AS FOLLOWS:

AN ACCESS, MULTI-USE TRAIL AND LANDSCAPE EASEMENT LYING PARALLEL TO THE WESTERN BOUNDARY OF TRACT F, PARCEL 1, SURVEY OR WHITE ROCK. AS DEPICTED BELOW:

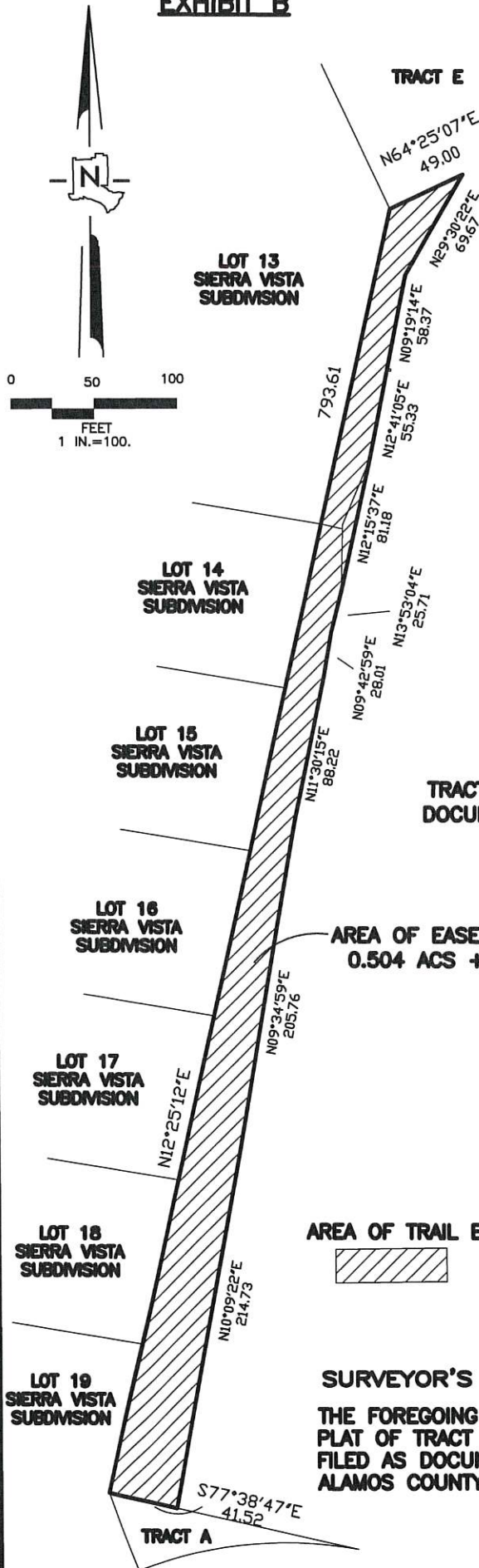
A parcel of land within Tract F, Parcel 1, Survey of White Rock, White Rock, Los Alamos County, New Mexico, more particularly described as:

Beginning at the point for SW corner of Tract F, Parcel 1,
thence along the West Boundary of Tract F,
N. 64°25'07" W. a distance of 49.00 ft.;
thence S. 29°30'22" W. a distance of 69.67 ft.;
thence S. 09°19'14" W. a distance of 58.37 ft.
thence S. 12°41'05" W. a distance of 55.33 ft.
thence S. 12°15'37" W. a distance of 81.18 ft.
thence S. 13°53'04" W. a distance of 25.71 ft.
thence S. 09°42'59" W. a distance of 28.01 ft.;
thence S. 11°30'15" W. a distance of 88.22 ft.
thence S. 09°34'59" W. a distance of 205.76 ft.
thence S. 10°09'22" W. a distance of 214.73 ft.
thence along the South Boundary of Tract F,
N. 77°38'47" W. a distance of 41.52 ft.
to the true point and place of beginning.

SAID ACCESS EASEMENT CONTAINS 2,1944.610 SQUARE FEET
OR 0.504 ACRES MORE OR LESS.

EXHIBIT B

TRAIL EASEMENT WITHIN TRACT F, PARCEL 1, SURVEY OF WHITE ROCK, T.18N., R.7E. N.M.P.M. LOS ALAMOS COUNTY, NEW MEXICO NOVEMBER 2024



LEGAL DESCRIPTION

LEGAL DESCRIPTION OF TRAIL EASEMENT

A parcel of land within Tract F, Parcel 1, Survey of White Rock, White Rock, Los Alamos County, New Mexico, more particularly described as:

Beginning at the point for SW corner of Tract F, Parcel 1, thence along the West Boundary of Tract F, N. 12°25'12" W. a distance of 793.61 ft.; thence along the North Boundary of Tract F, N. 64°25'07" W. a distance of 49.00 ft.; thence S. 29°30'22" W. a distance of 69.67 ft.; thence S. 09°19'14" W. a distance of 58.37 ft.; thence S. 12°41'05" W. a distance of 55.33 ft.; thence S. 12°15'37" W. a distance of 81.18 ft.; thence S. 13°53'04" W. a distance of 25.71 ft.; thence S. 09°42'59" W. a distance of 28.01 ft.; thence S. 11°30'15" W. a distance of 88.22 ft.; thence S. 09°34'59" W. a distance of 205.76 ft.; thence S. 10°09'22" W. a distance of 214.73 ft.; thence along the South Boundary of Tract F, N. 77°38'47" W. a distance of 41.52 ft. to the true point and place of beginning.

SAID ACCESS EASEMENT CONTAINS 21944.610 SQUARE FEET OR 0.504 ACRES MORE OR LESS.

LEGEND:

- BRASS CAP STAMPED AS NOTED, FOUND.
- 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "PS 11993", FOUND.
- 1/2" REBAR WITH ALUMINUM CAP STAMPED "NMPS 18375", SET.
- BATHEY T-BAR WITH CAP FOUND.
- BATHEY T-BAR, FOUND.



SURVEYOR'S CERTIFICATE

THE FOREGOING EXHIBIT WAS PREPARED FROM INFORMATION SHOWN ON THE PLAT OF TRACT F BY PRECISION SURVEYS DATED OCTOBER 12, 2022 AND FILED AS DOCUMENT NUMBER 253228, FILED IN THE OFFICE OF THE LOS ALAMOS COUNTY CLERK ON THE 13TH DAY OF NOVEMBER, 2022

JASON A. ROMERO, NMPLS 18375
1000 CENTRAL AVE.
LOS ALAMOS, N.M. 87544

DATE: