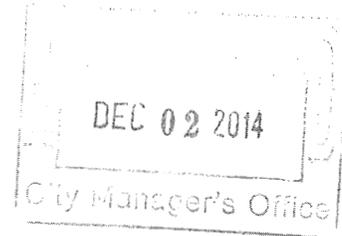


THE
TRUST
for
PUBLIC
LAND



Washington State Office
901 Fifth Ave.
Suite 1520
Seattle, WA
98164
T. (206) 587-2447
F. (206) 382-3414
www.tpl.org

November 25, 2014



The City of Santa Fe, New Mexico
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504-0909

Attention: Brian Snyder, City Manager

Re: Notice of Assignment of Conservation Easement

Dear Mr. Snyder:

In accordance with Section 12(b) of that Conservation Easement dated as of October 1st, 2004 and recorded February 10, 2006 and re-recorded on June 8, 2006 and amended by that First Amendment to Deed of Conservation Easement dated as of November 3, 2014 and recorded on November 7, 2014 as instrument number 14-1044 (collectively the "Conservation Easement") between The City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico (the "City") as Grantor and The Trust for Public Land ("TPL") as Grantee, TPL hereby notifies the City of TPL's intention to assign its rights as Grantee under the Conservation Easement to The Santa Fe Conservation Trust, a New Mexico nonprofit corporation (the "SFCT") pursuant to an assignment substantially in the form of that Assignment of Interest in Deed of Santa Fe Railyard Conservation Easement attached to letter.

SFCT was founded in 1993 to help the citizens of Santa Fe and Northern New Mexico preserve their cultural and historic land heritage by protecting and enhancing key natural areas, ranch and agricultural lands, river and stream corridors, trails and other open lands. SFCT is a 501(c)(3) tax exempt land conservation organization qualified under IRS standards to hold conservation easements. SFCT is also the only Santa Fe based land trust accredited by the Land Trust Accreditation Commission. SFCT is very experienced in creating and holding conservation easements and currently holds over 75 conservation easements covering more than 35,000 acres in Santa Fe and nearby counties, including the conservation easement protecting the Sun Mountain trailhead which is owned by the City.

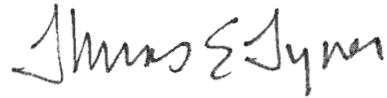
TPL believes that SFCT is uniquely qualified and possess all the requisite skills, expertise and commitment to seamlessly assume TPL's duties under the Conservation



Mr. Brian Snyder
City of Santa Fe
November 25, 2015
Page Two

Easement. We know that SFCT is looking forward to working closely with the City as the owner of the Railyard property and the Santa Fe Railyard Community Corporation as the manager of the property to see that the Railyard continues to serve as an active rail and trail corridor, a cherished public park and open space, and a vibrant community gathering space for the people of Santa Fe.

Very truly yours,

A handwritten signature in black ink that reads "Thomas E. Tyner". The signature is written in a cursive, slightly slanted style.

Thomas E. Tyner
Division Legal Director

cc: Robert M. Siquieros
Santa Fe Railyard Project Administrator

Greg Hiner, TPL

WHEN RECORDED RETURN TO:

**Santa Fe Conservation Trust
P. O. Box 23985
Santa Fe, New Mexico 87502-3985**

**ASSIGNMENT OF INTEREST IN
DEED OF SANTA FE RAILYARD CONSERVATION EASEMENT**

THIS ASSIGNMENT OF INTEREST IN DEED OF CONSERVATION EASEMENT (the "Assignment") is entered into this ____ day of _____, 2014, by and between:

- I. The TRUST FOR PUBLIC LAND ("TPL" or "Assignor"), a California nonprofit public benefit corporation authorized to do business in the State of New Mexico, having a mailing address of 607 Cerrillos Road, Suite F-1, Santa Fe, NM 87505, which is the Grantee under the Conservation Easement described herein;
- II. THE SANTA FE CONSERVATION TRUST ("SFCT" or "Assignee"), a New Mexico nonprofit corporation, having its principal place of business at 1660 Suite B, Old Pecos Trail, Santa Fe, NM 87505;
- III. CITY OF SANTA FE, a New Mexico municipal, home rule corporation, and political subdivision of the State of New Mexico ("City" or "Grantor"), having a mailing address of 100 Lincoln Avenue, Santa Fe, NM 87501, which has executed this Assignment for the purpose of acknowledging its consent to the Assignment.

RECITALS

A. Grantor conveyed a Deed of Conservation Easement to Assignor recorded February 6, 2010 as Item No. 04-0866 in the records of the Clerk and Recorder of Santa Fe County, New Mexico and amended by that First Amendment to Deed of Conservation Easement dated as of November 3, 2014 and recorded on November 7, 2014 as instrument number 14-1044 (collectively the "Conservation Easement"). The Conservation Easement encumbers the real property described in Exhibit A, attached hereto and incorporated herein (the "Property").

B. Paragraph 12(b) of the Conservation Easement permits assignment of Assignor's interest as Grantee to another organization or organizations.

C. Assignor wishes to assigns and Assignee wishes to accept, all of Assignor's right,

title, interest and obligations in and under the Conservation Easement.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged. The parties agree as follows:

1. Assignment. Assignor hereby quitclaims and assigns all of its rights and obligations as Grantee under the terms of the Conservation Easement to Assignee as permitted by the Conservation Easement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Grantee under the Conservation Easement and agrees to carry out the conservation purposes that the Conservation Easement is intended to advance.

3. Representation by Grantor. Grantor has provided information, assurances and representations to Assignee that Assignor is not aware of any current violations of the Conservation Easement as of the date of this Assignment and Assignee has inspected the Property and is satisfied that the Grantor is in compliance with the terms of the Conservation Easement and accepts the Conservation Easement encumbering the Property in its current condition.

4. Release of Original Grantee. Assignor is hereby released from any and all obligations and liability as Grantee under the terms of the Conservation Easement, except for any obligations or liabilities that may have arisen against Grantee under the terms of the Conservation Easement for events or actions arising prior to the date of this Assignment.

5. Landowner Consent. By its signature below, Grantor hereby consents to this Assignment and agrees to its terms.

IN WITNESS WHEREOF, the parties have executed this Assignment as set forth below:

THE TRUST FOR PUBLIC LAND, a California nonprofit corporation authorized to do business in the State of New Mexico

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this ____ day of _____, 2014, by Thomas E. Tyner, Division Legal Director of The Trust for Public Land, a California nonprofit corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires: _____

ASSIGNEE:

SANTA FE CONSERVATION TRUST, a New Mexico nonprofit corporation

By _____

Name: _____

Title: _____

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing document was acknowledged before me this ____ day of _____, 2014, by _____ of the Santa Fe Conservation Trust, a New Mexico nonprofit corporation, on behalf of said corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

CONSENT AND APPROVAL OF ASSIGNMENT

CITY OF SANTA FE, a New Mexico municipal corporation and political subdivision of the State of New Mexico ("**Grantor**") hereby consents to the Assignment of the Conservation Easement by and between THE TRUST FOR PUBLIC LAND ("Assignor") and SANTA FE CONSERVATION TRUST ("Assignee"), pertaining to the transfer of the Conservation Easement, from Assignor to Assignee.

CITY OF SANTA FE:

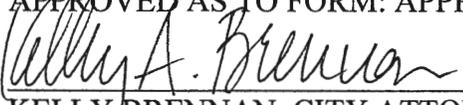
By: _____

Mayor

ATTEST

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM: APPROVED:



KELLY BRENNAN, CITY ATTORNEY

_____, FINANCE DIRECTOR

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing document was acknowledged before me this ____ day of _____, 2014, by _____, as Mayor of the City of Santa Fe, a New Mexico municipal and home rule corporation and political subdivision of the State of New Mexico, on behalf of said home rule corporation.

WITNESS my hand and official seal.

Notary Public

My commission expires: _____

Exhibit A
Property Description

EXHIBIT "A"

A certain parcel of land lying and being situate within Tracts 3-5, Santa Fe Railyard South, within projected Section 26, Township 17 North, Range 9 East, N.M.P.M., City and County of Santa Fe, New Mexico, and being more particularly described as follows:

Commencing at a point on the eastern boundary of the parcel hereon described and from whence Santa Fe Control Monument No. 12 bears S56°13'35"W, 72.43'; said starting point being on the western right of way of Cerrillos Road and thence South 58°01'08" West, along said roadway, a distance of 268.63 feet to the beginning of a curve tangent to said line; thence southwesterly a distance of 85.32 feet along the curve concave to the northwest, having a radius of 1097.42 feet and a central angle of 4°27'17"; thence South 62°29'01" West tangent to said curve, a distance of 252.30 feet; thence along the north right of way of Alarid Street North 27°31'36" West, a distance of 34.63 feet; thence North 30°11'28" West, a distance of 26.59 feet; thence North 38°31'05" West, a distance of 25.81 feet; thence North 27°47'15" West, a distance of 39.26 feet; thence leaving said street side on North 36°57'15" East, a distance of 513.88 feet; thence South 87°17'00" West, a distance of 183.42 feet to the east side of Alarid Street to a point of cusp on a curve concave to the west having a radius of 225.14 feet and a central angle of 31°33'46" and being subtended by a chord which bears North 19°48'25" East 122.46 feet; thence northeasterly and northerly along said curve, a distance of 124.02 feet and leaving said street side to a point of cusp on a curve, from which the radius point bears North 07°07'31" East; thence easterly and northeasterly a distance of 37.57 feet along the arc of said curve concave to the north having a radius of 43.66 feet and a central angle of 49°18'03" and on a chord of N72°28'29" East, 36.42 feet; thence South 53°19'36" East, a distance of 20.79 feet; thence South 37°24'59" West, a distance of 5.97 feet; thence South 53°20'02" East, a distance of 164.96 feet to a point; thence North 87°17'00" East, a distance of 9.38 feet; thence North 37°04'51" East, a distance of 328.96 feet; thence North 37°03'58" East, a distance of 131.33 feet; thence North 36°23'56" East, a distance of 263.89 feet thence North 87°07'48" East, a distance of 68.28 feet along the south side of Paseo de Peralta; thence South 37°06'26" West, a distance of 403.54 feet; thence North 87°09'47" East, a distance of 174.69 feet; thence North 42°04'12" East, a distance of 418.25 feet; to the south side of Paseo de Peralta, thence North 88°06'06" East, a distance of 45.73' thence North 88°31'43" East, a distance of 54.44 feet to and along Guadalupe Street and the beginning of a curve concave to the southwest having a radius of 19.00 feet and a central angle of 111°04'13" and being subtended by a chord which bears South 35°56'31" East 31.33 feet; thence easterly, southeasterly and southerly along said curve, a distance of 36.83 feet to a point of cusp on a curve, from which the radius point bears South 70°24'45" East; thence southerly a distance of 183.19 feet along the arc of a curve concave to the east having a radius of 728.01 feet and a central angle of 14°25'03" to a point of compound curvature; thence southerly a distance of 84.77 feet along the arc of a curve concave to the east having a radius of 359.01 feet and a central angle of 13°31'42"; thence South 08°21'30" East tangent to said curve, a distance of 164.99 feet to the beginning of a curve concave to the northwest having a radius of 74.00 feet and a central angle of 77°39'08" and being subtended by a chord which bears South 30°28'00" West 92.79 feet; thence southerly, southwesterly and westerly along Cerrillos Road and said curve, a distance of 100.29 feet; thence South 69°13'24" West, a distance of 154.53 feet to the beginning of a curve concave to the southeast having a radius of 1198.92 feet and a central angle of

11°57'23" and being subtended by a chord which bears South 64°02'47" West 249.73 feet; thence westerly and southwesterly along said curve, a distance of 250.19 feet; thence South 58°01'08" West, a distance of 22.96 feet; thence South 69°15'03" West, a distance of 22.66 feet; thence South 55°54'43" West, a distance of 156.62 feet to the point and place of beginning; Containing 11.348 Ac, more or less and being more fully shown on that certain easement survey entitled 'Conservation Easement Survey prepared for the City of Santa Fe and the Railyard Community Corporation of the South Railyard Area', by Mitchel K.Noonan, N.M.P.L.S. No.6998 as project C-1964 Esmt-Bndy.

AND

A certain parcel of land lying and being situate within Tract 6, Santa Fe Railyard South, within projected Section 26, Township 17 North, Range 9 East, N.M.P.M., City and County of Santa Fe, New Mexico, and being more particularly described as follows:

Commencing at a point at the northeast corner of the parcel herein described and from whence Santa Fe Control Monument No. 12 bears N61°56'26"E, 582.40'; said starting point being at the corner of Cerrillos Road and Alarid Street and thence from said starting point South 36°57'48" West, a distance of 11.70 feet; thence along Cerrillos Road on South 54°05'43" West, a distance of 288.78 feet; thence leaving said roadway on North 36°59'05" East, a distance of 162.92 feet; thence South 79°40'45" West, a distance of 175.88 feet to a point on the north right of way of St. Francis Drive and along said roadway on North 10°01'59" West, a distance of 100.01 feet; thence leaving said roadway on North 79°39'24" East, a distance of 216.55 feet; thence North 68°37'04" East, a distance of 74.45 feet to the south side of Alarid Street; thence along said roadway on South 27°46'28" East, a distance of 27.60 feet; thence South 38°30'17" East, a distance of 26.87 feet; thence South 30°10'40" East, a distance of 21.79 feet; thence South 27°30'48" East, a distance of 22.72 feet to the point and place of beginning. Containing 0.866 Ac, more or less and being more fully shown on that certain easement survey entitled 'Conservation Easement Survey prepared for the City of Santa Fe and the Railyard Community Corporation of the South Railyard Area', by Mitchel K.Noonan, N.M.P.L.S. No.6998 as project C-1964 Esmt-Bndy.