



Roosevelt County, NM EASEMENT AGREEMENT

Roosevelt County, New Mexico, a rural corporation located in Roosevelt County, New Mexico, owner in fee simple of all streets, alleys and easements located within the Roosevelt County, hereby grants and conveys to _____ hereinafter referred to as “Grantee”, an easement upon the surface of that portion of the property located at to _____ (hereinafter referred to as the “Property”) extending not more than _____ into the right of way which runs along _____, for the purpose of maintaining a _____ (hereinafter referred to as the “Improvements”).

This easement is subject to the following conditions:

- 1) The easement is granted for the surface and foundation only under the Improvements on the Property authorized by this easement and the area within the encroachment.
- 2) The easement is granted until terminated by the Roosevelt County, but in no event shall the easement extend beyond the existence of the Improvements on the Property extending into the County’s right-of-way. The easement for the Improvements is only given as it presently exists. The easement is granted to _____ and shall not be considered to run with the Property. The easement cannot be sold, transferred or conveyed without the prior written approval of Roosevelt County, NM.
- 3) Grantee(s), his/her/their heirs, successors or assigns may not improve or replace any portion of the Improvements nor shall Grantee(s) construct additional improvements upon the easement.

4) Grantee(s), by his/her/their acceptance of this easement, agrees for himself/herself/themselves, his/her/their heirs, successors and assigns to hold the Roosevelt County harmless from any damage caused by the improvements, regardless of the nature or extent of the damage.

5) Grantee(s), by his/her/their acceptance of this easement, agrees to remove any part or the entire _____ and all other improvements, if directed to do so by Roosevelt County.

6) Unless sooner vacated, the easement granted herein shall terminate at such time as the Improvements located thereon are individually destroyed, removed or cease to be used as an improvement to the property, or the Grantee(s) sells, transfers, or assigns his/her/their legal interest in the property to any other person or entity.

IN WITNESS WHEREOF, this easement is executed this _____ day of _____, 2015.

Attest:

Roosevelt County, NEW MEXICO

Johnny Montiel, *Planning Director*

By: _____
Amber Hamilton, *County Manager*

***STATE OF NEW MEXICO
COUNTY OF ROOSEVELT***

The forgoing instrument was acknowledged before me this _____ day of _____, 2015, by Amber Hamilton, County Manager of Roosevelt County, NM

My Commission Expires:

Notary Public