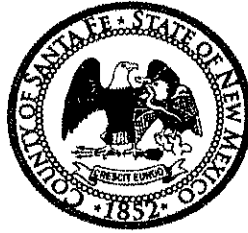


Harry B. Montoya
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Michael D. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Roman Abeyta
County Manager

MEMORANDUM

DATE: November 29, 2011
TO: Board of County Commissioners
VIA: Katherine Miller, County Manager
FROM: Lisa A. Roybal, Executive Administrator *LAR*
RE: New Mexico Association of Counties Legislative Initiatives for the 2012 Regular Legislative Session

BACKGROUND:

Under Matters from the County Manager:

1. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session regarding a County Commission Ban of Fireworks During Extreme Drought

This Resolution Empowers County Commissions to ban all fireworks in their jurisdictions during extreme drought conditions.

2. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session For Property Tax Solutions

Addresses property tax issues in terms of equity, constitutionality, and revenue adequacy. This Resolution supports a mechanism to correct property tax inequities and resolve the current constitutionality problem.

3. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session regarding PERA Retirees as Poll Workers

This Resolution would support the allowance of PERA retirees to serve as poll workers without risking loss of retirement benefits.

4. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session regarding Liquor Excise Tax Distribution to Drug Courts

This Resolution proposes the increase of the portion of state Liquor Excise Tax allocated to the Local Government DWI Fund and dedicate a portion of that increase to the Administrative Office of the Courts for state drug courts.

5. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session regarding Fair Reporting of Gross Receipts Tax Payments

This Resolution would support the creation of a system to ensure that local option gross receipts taxes are remitted directly to the state with the proper location code, to ensure payment of revenues to local government.

6. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session regarding Decriminalizing Traffic Citations in New Mexico

This Resolution proposes the Decriminalizing of traffic violations in New Mexico.

The Six Resolutions (Captioned items #1-6) were approved by the New Mexico Association of Counties (NMAC) Board of Directors as legislative priorities for the 2012 30-day legislative session.

Also, being introduced by the New Mexico Association of Counties for their Board to approve as well as to the Santa Fe County Commission is:

7. Resolution supporting New Mexico Association of Counties Legislative Initiative for the 2012 Regular Legislative Session for Continuity of Hold – Harmless Provision

To protect local governments by retaining full hold harmless protections for effect of removing gross receipts tax from food and medicine.

This resolution is supporting the Continuity Starting with fiscal year 2009, the recession has significantly reduced revenues of both the state and local governments causing several county budgets and finances are severely strained.

State revenue reductions are partly due to shrinking of the gross receipts tax base from allowing deduction of certain retail sales of food and medical services but, at the same time, providently sheltering municipal and county governments through provisions offsetting their revenue losses from the truncated base.

The cost to New Mexico counties of removing the full hold-harmless provisions currently in effect is estimated at \$27,000,000, according to the State of New Mexico Taxation and Revenue Department.

REQUESTED ACTION:

County staff recommends the approval of Resolutions #1- #5, and Resolution item #7.

Based on Legal review and Sheriff's Office review, County staff does not recommend the approval of the sixth Resolution regarding Decriminalizing Traffic Citations in New Mexico. The language is vague in nature and does not address many legal concerns.

SANTA FE COUNTY

Resolution No. 2011 -

RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION REGARDING A COUNTY COMMISSION BAN OF FIREWORKS DURING EXTREME DROUGHT

WHEREAS, the risk to life, property and the environment clearly exists within New Mexico due to the continued high temperatures, low rainfall and humidity and gusty winds, causing extremely dry conditions; and

WHEREAS, in 2011 New Mexico has seen its largest forest fire in its history, causing thousands of New Mexicans to evacuate their homes and businesses; and

WHEREAS, federal and state land management agencies throughout New Mexico have increased restrictions to minimize wildfire risk; and

WHEREAS, the use of fireworks during drought conditions seriously increases the risk of wildfires; and

WHEREAS, current law, Section 60-2C-8.1 NMSA 1978, does not allow county commissions to ban the sale and use of all fireworks in their jurisdictions.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Commissioners of Santa Fe County supports legislation that would amend current law to empower county commissions to ban the sale and use of all fireworks in their jurisdictions during extreme drought conditions.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

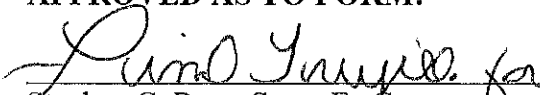
**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, Santa Fe County Attorney

SANTA FE COUNTY

Resolution No. 2011 -

RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION FOR PROPERTY TAX SOLUTIONS

WHEREAS, in 1998, an amendment to Article 8, Section 1 of the Constitution of the State of New Mexico requiring that a valuation limitation on residential properties be implemented, was approved by the voters of New Mexico; and

WHEREAS, in 2000, Section 7-36-21.2 NMSA 1978 was enacted by the state legislature to comply with the amended requirements of the state Constitution; and

WHEREAS, the statutory limitation placed on the value of residential property that did not have a change in ownership in the last year may not exceed an increase of three percent per year; and

WHEREAS, upon a change in ownership, the value of the property is increased to the current and correct or market value of the property, and in some counties in which market values of property have increased more than three percent per year, the values of properties that have changed ownership since 2002 have increased substantially when valued at the current and correct values; and

WHEREAS, approximately one-third of the residential housing in New Mexico has changed ownership since 2001 and serious inequities have developed in the tax system with similarly situated taxpayers having substantially different tax burdens on very similar properties; and

WHEREAS, several New Mexico district court cases have determined that Section 7-36-21.2 NMSA 1978 is unconstitutional, resulting in increases in the number of taxpayer protests and lawsuits regarding valuations and tax bills in some counties, and a case is pending before the New Mexico Court of Appeals to determine whether Section 7-36-21.2 NMSA 1978 is constitutional; and

WHEREAS, counties have the greatest reliance on property tax revenue, property taxes also provide essential funds to municipalities, state debt service, school districts, community colleges, soil and water conservation districts, conservancy districts, hospital districts and other special districts for operations and capital needs.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Commissioners of Santa Fe County supports legislation that includes:

1. a mechanism to correct inequities between property owners; and
2. a solution to the perceived constitutionality problem.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

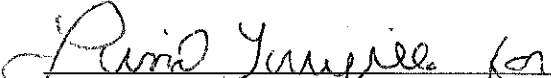
**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, Santa Fe County Attorney

SANTA FE COUNTY

Resolution No. 2011 -

RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION REGARDING PERA RETIREES AS POLL WORKERS

WHEREAS, county administration of elections has become increasingly complex since the passage of the federal Help America Vote Act of 2002; and

WHEREAS, much of the complexity has fallen to the precinct board, commonly known as poll workers, who preside over election day at each polling location; and

WHEREAS, it is difficult to find and train qualified individuals who are available to work three to five days, or less, a year; and

WHEREAS, retirees have historically provided crucial public service to their communities by serving as poll workers; and

WHEREAS, PERA retirees have been among the most faithful and consistent poll workers in New Mexico; and

WHEREAS, PERA retirees have historically been able to serve as poll workers without risking loss of retirement benefits; and

WHEREAS, the 2009 anti-double-dipping legislation disallowed even one day of service as a poll worker without risking loss of PERA retirement benefits; and

WHEREAS, in the upcoming 2012 general elections, county clerks will need their most experienced and dependable poll workers deployed to polling locations in this crucial presidential election year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Commissioners of Santa Fe County supports legislation that would allow PERA retirees to serve as poll workers without risking loss of PERA retirement benefits.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:


Stephen C. Ross, Santa Fe County Attorney

SANTA FE COUNTY

Resolution No. 2011 -

**RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES
LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION
REGARDING LIQUOR EXCISE TAX DISTRIBUTION TO DRUG COURTS**

WHEREAS, the Local DWI (LDWI) Fund currently funds detoxification and other programs, but does not have a dedicated distribution to Drug Courts; and

WHEREAS, Drug Courts work closely with LDWI Programs and combine essential elements within the criminal justice system to facilitate worthwhile services to an offender population needing help; and

WHEREAS, the Liquor Excise Tax currently allocates 58.5% for the State General Fund and 41.5% to the LDWI Fund.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Commissioners of Santa Fe County supports legislation increasing the portion of the Liquor Excise Tax allocated to the LDWI Fund and dedicating a portion of that increase to the Administrative Office of the Courts for Drug Courts.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross

Stephen C. Ross, Santa Fe County Attorney

SANTA FE COUNTY

Resolution No. 2011 -

RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION REGARDING FAIR REPORTING OF GROSS RECEIPTS TAX PAYMENTS

WHEREAS, Section 7-9-2 NMSA 1978 states that “[t]he purpose of the Gross Receipts and Compensating Tax Act is to provide revenue for public purposes by levying a tax on the privilege of engaging in certain activities within New Mexico and to protect New Mexico businessmen from the unfair competition that would otherwise result from the importation into the state of property without payment of a similar tax”; and

WHEREAS, a contractor will recover gross receipts tax from its government customers for which services are provided; and

WHEREAS, in today’s economic climate vendors from around the country are bidding on and winning contracts for state and local public projects; and

WHEREAS, New Mexico counties and other local governments rely on gross receipts tax income to achieve the goals and objectives of the county and its residents; and

WHEREAS, the current existing system allows counties and other local governments to review vendors paying taxes in their jurisdictions; and

WHEREAS, no reporting system exists to inform those entities of vendors completing State projects within their jurisdiction and if those vendors are remitting collected gross receipts tax to the State of New Mexico with the proper location code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Santa Fe County supports legislation to add a new section to the Gross Receipts and Compensation Tax for direct payment of gross receipts for State, county or municipal projects; and

BE IT FURTHER RESOLVED, that this new section will include a system for State, county or municipalities that contract with a person engaging in business within their respective jurisdictions to ensure the imposed gross receipts tax for public projects is remitted directly to the New Mexico Taxation and Revenue Department with the proper location code.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

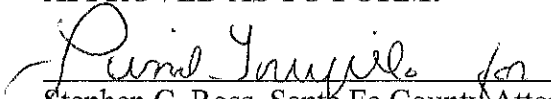
By: _____

Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:


Stephen C. Ross, Santa Fe County Attorney

SANTA FE COUNTY
Resolution No. 2011 -

**RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES
LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION
REGARDING DECRIMINALIZING TRAFFIC CITATIONS IN NEW MEXICO**

WHEREAS, New Mexico law provides criminal misdemeanor penalties for a broad spectrum of minor traffic offenses, such as exceeding the speed limit, failure to yield and improper turning; and

WHEREAS, thousands of individuals are incarcerated in county detention facilities each year for violating their promise to appear in court for the disposition of their traffic citations and for failing to pay penalty assessments for these minor traffic infractions; and

WHEREAS, the cost of incarcerating these non-violent offenders is substantial and has a significant impact on a counties budget; and

WHEREAS, imposing civil fines and authorizing the collection of any unpaid fines as provided for in civil law is a more efficient and reasonable alternative for such minor traffic violations.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of County Commissioners of Santa Fe County supports legislation to decriminalize minor traffic violations in New Mexico and to authorize the collection of unpaid civil fines.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

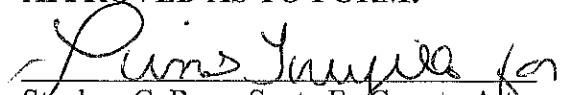
**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross, Santa Fe County Attorney

SANTA FE COUNTY

Resolution No. 2011 -

RESOLUTION SUPPORTING NEW MEXICO ASSOCIATION OF COUNTIES LEGISLATIVE INITIATIVE FOR THE 2012 REGULAR LEGISLATIVE SESSION FOR CONTINUITY OF HOLD-HARMLESS PROVISION

WHEREAS, the mission of the New Mexico Association of Counties is to work as a united governing body, by equally representing the interests of all counties through dedicated elected county officials and career professional employees; and

WHEREAS, starting with fiscal year 2009, the recession has significantly reduced the revenues of both the State and local governments; and

WHEREAS, several county budgets and finances are severely strained; and

WHEREAS, State revenue reductions are partly due to the shrinking of the gross receipts tax base from allowing deduction of certain retail sales of food and medical services but, at the same time, providently sheltering municipal and county governments through provisions offsetting their revenue losses from the truncated base; and

WHEREAS, county governments are increasingly dependent on gross receipts tax revenues, including the hold-harmless amounts, to provide services to their citizens, particularly hospital and health services; and

WHEREAS, counties also carry considerable costs for detention center operations, which would be unsustainable without the hold-harmless payments; and

WHEREAS, the cost to New Mexico counties of removing the full hold-harmless provisions currently in effect is estimated at \$27,000,000 according to the Taxation and Revenue Department.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners for Santa Fe County urges the New Mexico legislature to keep faith with its county governments by retaining the full hold-harmless provisions contained in Section 7-1-6.47 NMSA 1978 as long as the gross receipts tax deductions in Sections 7-9-02 and 7-9-93 NMSA 1978 remain in force.

APPROVED and ADOPTED this 29th DAY OF NOVEMBER, 2011.

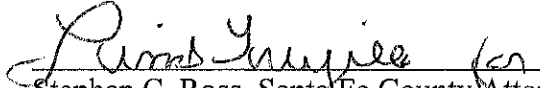
**THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:


Stephen C. Ross, Santa Fe County Attorney

**NO PACKET MATERIAL
FOR THIS ITEM**

**NO PACKET MATERIAL FOR THIS
ITEM**

EXECUTIVE SESSION

**SANTA FE COUNTY
LEGAL DEPARTMENT
MEMORANDUM**

To: The Board of County Commissioners
Katherine Miller, County Manager

From: Stephen C. Ross, County Attorney
Jeff Trujillo, Administrative Services Director
Mark Lujan, Risk Manager

Date: November 17, 2011

Re: Annual Liability and Casualty Insurance Renewal

It is time to renew the County's liability insurance package. The County carries public liability insurance protection against losses arising from property damage, automobile accidents, employment practices, general liability, law enforcement liability, public officials' liability. This coverage is commonly packaged into so-called public liability insurance policies. The County separately carries workers' compensation and pollution coverage. The County has maintained public liability protection for the past two calendar years with One Beacon Insurance Company; the insurer has provided excellent service and excellent coverage at a competitive premium. One Beacon has a rating from A.M. Best of "A," which is an "excellent" rating. A.M. Best has assigned One Beacon to the Financial Size Category (FSC) of Class XI; Class XI insurers have excess assets of between \$750,000,000 and \$1,000,000,000.

For this years' renewal, the County's insurance broker, Daniels Insurance Agency, solicited quotes from One Beacon, Travelers, CNA, Scottsdale, NIF/Praetorian and the New Mexico County Insurance Authority. All the companies solicited except One Beacon and NMCIA declined to quote on the business and informed the broker that they could not compete with the pricing of One Beacon. NMCIA has been contacted and a quote has been requested but has not responded as of the date of this writing. One Beacon bid **\$1,089,872** for the calendar year beginning January 1, 2012. Last year, the County paid \$1,064,711 for coverage through One Beacon, and this years' quote represents a slight premium increase. Recall that One Beacon has agreed to keep the previous years' premium *so long as* the County's overall total loss ratio remains *below 50%*. This year --- while otherwise having one of the best years ever --- a single unmatured claim is on the books which has created a loss results ratio of 530% for a single line of coverage. This increased the County's overall loss ratio to 62%. If it were not for this claim, the County's loss ratio would have been around 25.6%, and the protection against premium increases would have remained in place. That being said, the County's cost of insurance, rising for most entities, is actually going down over time (see attached chart).

It is estimated from past years experience that the accumulated deductible expense (out of pocket) in calendar year 2012 will be approximately \$130,078, making the total cost of the insurance

package \$1,194,789 (not including mandatory workers' compensation insurance which is being provided by the New Mexico County Insurance Authority, pollution coverage for the County solid waste program, volunteer fire fighters AD&D, medical malpractice and brokers' fees).

The coverage provided by One Beacon continues to be excellent. All defense costs are in addition to and outside of the policy limits. Punitive damages are covered. Planning and zoning cases are covered so long as the matter is plead under the civil rights statutes (most are); eventually this should reduce the costs of cases currently being defended from the general fund. Class action strip search claims, uninsured under our previous policy, are covered. One Beacon has accepted its duty to provide a defense and to settle if the allegations of the coverage implicate coverage. The policy limits are excellent; the first layer provides coverage up to \$1,050,000 and excess insurance is provided with a total policy limit of \$5 million.

The quotation is premised upon the deductibles the County has purchased for the past two years (\$25,000 per claim). This year, the County paid \$122,968 in deductibles, below its average. The County set aside \$200,000 to address deductibles as an expense of the program. Approximately nine vehicles were involved in accidents this year, with average damages around \$3,000, but several of those vehicles were totaled and the replacement value for these vehicles is several tens of thousands of dollars. Although replacement coverage is not available for automobiles, comprehensive and collision coverage is available with deductibles of \$500 (comprehensive) and \$1,000 (collision). If additional coverage were purchased for the 138 police cars owned by the Sheriff's Office, the additional premium to reduce the deductibles as described would be \$50,467. The additional premium will increase the amounts received following losses and enable replacement vehicles to be purchased with less effect on the bottom line. Insuring all the County's vehicles (excluding those vehicles covered under Inland Marine coverage) and amending the deductibles to \$2,500 for vehicles of model years 2006 and newer would cost \$90,394. Total vehicle losses for the 2010 calendar year for vehicles were \$30,376. Thus, reducing deductibles across the board does not appear to make financial sense (paying \$90,394 to make payments of \$30,376). Whichever option is chosen (or the status quo), it would nevertheless be prudent to reserve at least \$130,000 to pay deductibles (which is the average total deductible expense /out of pocket expense paid by the County during recent years).

The cost of coverage through One Beacon for the 2012 calendar year would be:

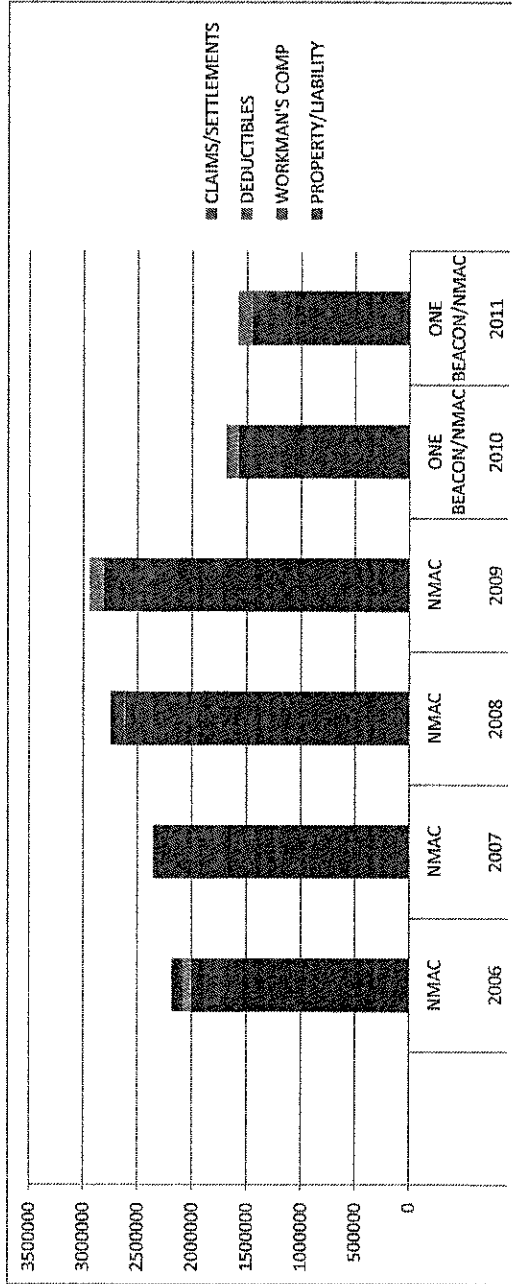
(1) **\$1,089,872** if current deductibles are desired (\$25,000 across the board). This is the least-cost option and at least \$130,000 should be set aside to address deductibles during the calendar year;

(2) **\$1,140,339** if the police cars owned by the Sheriff's Office are insured with lower deductibles. This is the second least cost option; or

(3) **\$1,180,266** if all County vehicles are insured with lower deductibles. This is the most expensive option. As noted previously, if either (2) or (3) are chosen it would be advisable to set aside \$130,000 for deductibles; a lesser amount would require additional actuarial analysis.

Coverage must be bound no later than December 31, 2011.

PROPERTY/CASUALTY INSURANCE COSTS 2006-2011



Market Comparison

Coverage	Travelers	C N A	Scottsdale	NIF/Praetorian	Assoc. of Counties
All Lines	Declined	Declined	No longer writing P&C	Declined	No response
	Not Competitive	Not Competitive	In New Mexico	Only does Cities	

Optional Auto Physical Damage Quotations

Option 1

Comprehensive-All power units 2006 model year and newer And all units valued \$50,000 and more, regardless of age	\$2,500 Deductible
Collision-All power units 2006 model year and newer And all units valued \$50,000 and more, regardless of age	\$2,500 Deductible
Additional Premium	\$90,394

Option 2

Comprehensive-138 Law Enforcement Units	\$500 Deductible
Collision—138 Law Enforcement Units	\$1,000 Deductible
Additional Premium	\$50,466

7 years average deductible expense (out of pocket) for physical damage: \$32,529

Premium Summary

Named Insured: Santa Fe County

Coverage	Insurance Carrier	Prior Year Premiums	Proposed Premiums
Commercial Property/Boiler & Machinery/Crime/Equipment Floater/EDP	<i>OneBeacon American Insurance Company</i>	\$142,220.00	\$144,010.00
	<i>Values</i>	\$141,633,000	\$142,690,000
Business Automobile	<i>OneBeacon American Insurance Company</i>	\$310,181.00	\$296,769.00
General Liability	<i>OneBeacon American Insurance Company</i>	\$120,500.00	\$129,548.00
Public Officials/Employment Practices Liability	<i>OneBeacon American Insurance Company</i>	\$98,783.00	\$113,641.00
Law Enforcement	<i>OneBeacon American Insurance Company</i>	\$242,000.00	\$253,333.00
Umbrella	<i>OneBeacon American Insurance Company</i>	\$151,027.00	\$152,571.00
Total Estimated Premium		\$1,064,711.00	\$1,089,872.00
	OVERALL LOSS RATIO 62%		

**SANTA FE COUNTY
LEGAL DEPARTMENT
MEMORANDUM**

To: The Board of County Commissioners
Katherine Miller, County Manager

From: Stephen C. Ross, County Attorney

Date: November 17, 2011

Re: Purchase and Sale Agreement by and between the Estate of S. Zannie Hoyt, through Co-Personal Representatives Linda N. Weil, Robert H. Weil, Jr., and William A. Simmons, No. D-0101-PB 2010-00207, First Judicial District Court, County of Santa Fe, New Mexico, Kate Ann Weil Byrnes, Robert H. Weil, Jr., and William A. Simmons, Co-Trustees of the S. Zannie Hoyt Revocable Living Trust under account dated December 26, 2007, as amended, and Robert H. Weil, Sr., and the Board of County Commissioners of Santa Fe County

This Purchase and Sale agreement will effectuate the purchase of property owned by the various persons listed above. The property consists of two lots, Lot one (1) and Lot two (2) within Section 16, Township 17 North, Range 8 East, NMPM, Santa Fe County, New Mexico. Lot One consists of 23.03 acres and Lot Two consists of 6.75 acres. A copy of a survey of the property is attached. The property was appraised at an undiscounted value of \$84,123 if the entirety of interests are obtained (in other words if the interests of the Hoyt Estate, S. Zannie Hoyt Revocable Living Trust and Robert H. Weil are combined).

The property contains an important item of Buckman Direct Diversion infrastructure and is slated to become part of the right-of-way to be used by the Club at Las Campanas in its installation of a raw water pipeline to the development from BDD Pump Station 2-A. The property was previously believed to be owned by the federal government/Bureau of Land Management. It is being obtained from the present owners under threat of condemnation.

**AGREEMENT FOR PURCHASE AND SALE
AND ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS (the "Agreement"), made in contemplation of condemnation by the Buyer, the Board of County Commissioners of Santa Fe County, New Mexico, and dated for convenience and reference purposes only the ____ day of November, 2011, is made and entered into by and between

The Estate of S. Zannie Hoyt, through Co-Personal Representatives Linda N. Weil, Robert H. Weil, Jr., and William A. Simmons, No. D-0101-PB 2010-00207, First Judicial District Court, County of Santa Fe, New Mexico, and

Robert H. Weil, Sr.,

Sellers (collectively "Seller"), and the Board of County Commissioners of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico ("Buyer"), and

WHEREAS, the Seller and Buyer have reached this agreement in contemplation of condemnation to be filed by the Buyer,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, Buyer and Seller now agree as follows:

1. **DEFINITIONS.** As used in this Agreement and any exhibits annexed hereto, unless the context otherwise requires or is otherwise herein expressly provided, the following terms shall have the following meanings.

1.1. Cash: Cash shall mean legal tender of the United States, or a cashier's check or wire transfer of current funds into a bank account designated by Seller.

1.2. Closing Date: Unless otherwise extended by written agreement of the parties, the Closing Date shall be no more than thirty (30) days following the fulfillment of all conditions precedent, or December 31, 2011, whichever is later.

1.3 Day. The term "day" as used herein means a calendar day and the term "business day" means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New Mexico.

1.4 Deed. A Quitclaim Deed excluding water rights and mineral rights.

1.5 Earnest Money: The sum of Twenty Thousand dollars (\$20,000), cash, which Buyer shall deposit with the Escrow Agent as provided in paragraph 2.3.

1.6 Effective Date: The date that this Agreement is signed by the last of Seller or Buyer.

1.7 Escrow Agent: Southwestern Title and Escrow, 236 Montezuma Avenue, Santa Fe, NM 87501.

1.8 Hazardous Materials. Hazardous Materials are defined as any radioactive materials, hazardous waste, toxic substances, petroleum products or by-products, or any other materials or substances which under federal, state or local statute, law, ordinance, governmental regulation or rule would require Buyer's removal, remediation or clean up, including, without limitation, substances defined as "extremely hazardous substances," "hazardous substances," "hazardous materials," "hazardous waste," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11001-11050; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*; the Resources Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*; and in the regulations adopted and publications promulgated pursuant to said laws; together with any substance, product, waste or other material of any kind or nature whatsoever which may give rise to liability under any federal, state or local law, ordinance, rule or regulation relating thereto, or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability, or under any reported decision of any federal or state court.

1.9 Inspection Period: The period commencing on the Effective Date and terminating on the thirtieth (30th) day after the Effective Date, during which time Buyer may conduct the Review described in Section 4, below, subject to Buyer's right to extend the Inspection Period by fifteen (15) days as provided herein.

1.10 Materials: All documents and reports concerning the Property to be provided by Seller to Buyer as provided in Paragraph 4.1.

1.11 Property: Lots 1 and 2, Section 16, Township 17 North, Range 8 East, NMPM, Santa Fe County, New Mexico, with all of Seller's right, title and interest in and to all easements, tenements, hereditaments, privileges and appurtenances in any way belonging to such land, including, without limitation, any land to the midpoint of the bed of any road, street, highway, alley, or right-of-way in front of, abutting or adjoining such land, any and all infrastructure, structures and other improvements located upon or affixed thereto but excluding any and all water rights appurtenant to the land. The Deed transferring property shall exclude all water rights and mineral rights not specifically stated herein.

1.12 Purchase Price: The amount set forth in Section 2.2 of this Agreement.

1.13 Review: Buyer's inspection of the Property including the review of studies, investigations, reports, lot configuration and all other evaluative investigations or studies deemed advisable by Buyer and to be conducted by Buyer at its own expense during the Inspection Period.

1.14 Sellers:
The Estate of S. Zannie Hoyt
The S. Zannie Hoyt Revocable Living Trust
551 W. Cordova Road
No. 575
Santa Fe, New Mexico 87505

Robert H. Weil, Sr.
223 N. Guadalupe, P.M.B. # 288
Santa Fe, New Mexico 87501

1.15 Buyer: The Board of County Commissioners of Santa Fe County

Attn: Stephen C. Ross, County Attorney
102 Grant Ave.
P. O. Box 276
Santa Fe, NM 87504-0276
Telephone: 505-986-6279
Facsimile: 505-986-6362

1.16 Title Policy: An Owner's Policy of Title Insurance with endorsements and exceptions acceptable to Buyer, to be purchased by Buyer at its own expense.

2 **PURCHASE AND SALE OF THE PROPERTY.**

2.1 Purchase and Sale. Seller agrees to quitclaim, sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase from Seller the Property, for the price and upon all the terms and conditions set forth herein.

2.2 Purchase Price. The Purchase Price is Eighty-four Thousand Dollars (\$84,000), less any proration or closing costs. The Purchase Price will be allocated among the Sellers one-half to Robert H. Weil, Sr., and the other half to the remaining Sellers in shares as they agree.

2.3 Payment of Earnest Money. Within ten (10) days of the Effective Date, Buyer shall deposit with the Escrow Agent, in good funds, to be held as a good faith deposit, the Earnest Money. The interest on the Earnest Money shall accrue to Buyer's benefit except as provided in Paragraph 5.3.2(b) below.

2.4 Taxes. Property shall be subject to any liabilities for taxes for periods prior to Closing, which Buyer agrees to assume and pay.

3 **TITLE AND SURVEY.**

3.1 Procedure for Approval of Title. Buyer is purchasing this Property in contemplation of condemnation. Buyer has done its own investigation concerning the state of the title, and accepts Sellers' interest in the property by quitclaim deed, without warranties of

title, and without title insurance except such title insurance as Buyer may purchase for itself, at its own cost and expense.

3.2 Buyer's Title Policy. If Buyer chooses to purchase title insurance, Buyer's title to the Property shall be evidenced by an Owner's Policy of Title Insurance, paid for by Buyer and reasonably acceptable to Buyer with such other endorsements as are available in New Mexico and as Buyer reasonably requires, for the purchase of the Property, insuring Buyer as owner of the Property subject only to any matters approved or waived by Buyer.

3.3 Survey. Within thirty (30) days after the Effective Date, Seller shall cause to be furnished to Buyer a Survey, sufficient to cause the Title Company to remove any standard Survey Title Exceptions from the title policy.

4 INSPECTION AND REVIEW.

4.1 Review. Immediately upon the Effective Date, Seller shall make available to Buyer all documents ("the Materials"), presently available to Seller or within their control concerning the Property, including without limitation:

- (a) any leases, easements, reservations, conditions, covenants, restrictions, rights-of-way and other documents, whether recorded or unrecorded and surveys;
- (b) any engineering and architectural plans currently available to Seller, and any other improvement plans, whether or not such plans have been filed with, approved by or signed by any governmental agency or entity with jurisdiction over them, including those relating to installments of public utility facilities and services;
- (c) any other documents prepared for or obtained by Seller in connection with the Property.

Buyer has commenced and may continue, at its cost and expense, its own investigation of the Property and the suitability of the Property for Buyer's purposes ("the Review"). Such investigation may include, without limitation a review of "the Materials", a study of the feasibility of Buyer's development or improvement of the Property, and other matters affecting use of the Property, including, without limitation, soil and geological conditions, the presence of toxic or hazardous materials, a Phase I environmental survey, the presence of sewer and utility connections, improvement costs, and any other investigations Buyer may deem necessary or appropriate under the circumstances, in Buyer's sole and absolute discretion. Buyer, in its sole discretion, may terminate the contract during the inspection period and the earnest money and interest which has accrued thereon shall be returned to Buyer promptly. If this Agreement is terminated without any material breach of this Agreement by Seller, Buyer shall return the Materials to the Seller and shall provide to Seller copies of any studies and reports concerning the Property that Buyer has obtained and which Seller requests.

4.2 License to Enter. Seller hereby grants to Buyer, its employees and agents, a non-exclusive license to enter onto the Property during the pendency of this Agreement to conduct, at Buyer's expense, the Review during the Inspection Period.

4.3 Approval of Review. This purchase shall be subject to Buyer's approval or disapproval, in Buyer's sole and absolute discretion, until 5:00 p.m. (MST) on the date of the termination of the Inspection Period. Buyer shall provide written notice of disapproval to Seller and Escrow Agent on or before the termination of the Inspection Period. In the event Buyer provides written notice of disapproval to Seller and Escrow Agent, then: (a) the Deposit, and any interest earned thereon, shall be immediately returned to Buyer; and (b) the Materials shall be returned to Seller and any requested studies and reports shall be delivered to Seller as provided in Section 4.1 above; (c) this Agreement shall be deemed terminated and the escrow canceled; and (d) the parties shall be relieved of any further obligations to each other with respect to the purchase and sale of the Property. Buyer's failure to provide written notice of disapproval shall be deemed an approval of the Review. Both parties shall execute promptly those documents reasonably requested by Escrow Agent or the other party to evidence termination of this Agreement.

4.4 Inspection Period. The day Inspection Period shall begin on the date this Agreement is executed and shall extend thirty (30) days. The Inspection Period may be extended by agreement between Buyer and Seller for an additional fifteen (15) days, upon Buyer's written notice to Seller at any time prior to the conclusion of the thirty (30) day period that it needs additional time to complete the Review.

5 **CONDITIONS TO PERFORMANCE OF AGREEMENT; REMEDIES**

5.1 Conditions to Buyer's Obligations. Buyer's obligation to purchase the Property is conditioned upon satisfaction (or waiver in writing by Buyer) of each of the following conditions, even if the failure of any condition occurs after the Inspection Period:

5.1.1 All representations and warranties made by Seller in this Agreement shall be complete and accurate at and as of the Closing Date;

5.1.2 Buyer shall have approved the purchase on or before the termination of the Inspection Period (or the extension thereof);

5.1.3 Seller's delivery of the Deed and such other documents as are sufficient to quitclaim their interest in the Property to Buyer;

5.1.4 The Escrow Agent has irrevocably committed in writing to issue the Title Policy in form and content required under the commitment approved by Buyer;

5.1.5 The conditions set forth in Paragraph 6.1 below shall have been satisfied;
and

5.1.6 Seller shall have delivered possession of the Property to Buyer.

5.2 Conditions to Seller's Obligations. Seller's obligation to sell the Property to Buyer is conditioned upon satisfaction (or waiver in writing by Seller) of each of the following conditions:

5.2.1 All representations and warranties made by Buyer in this Agreement shall be complete and accurate at and as of the Closing Date;

5.2.2 Buyer's delivery of the Earnest Money;

5.2.3 Buyer's delivery of the Purchase Price for the Property and all other funds and documents required of Buyer to comply with its obligations hereunder; and

5.2.4 The conditions set forth in Paragraph 6.2 below.

5.3 Material Breach – Remedies.

5.3.1 Seller's Breach. In the event Seller commits any material breach of this Agreement and fails to cure such material breach within ten (10) days following Buyer's written notice to Seller describing such breach and what cure is deemed necessary, then Buyer, at its option, upon ten (10) days written notice to Seller and Escrow Agent, may elect to: (a) terminate this Agreement, or (b) waive such material breach and proceed to close; provided, however, that if Seller refuses (or is unable due to Seller's deliberate act or omission) to sign and deliver the Quitclaim Deed or to sign and deliver any other document which Seller is required to sign and deliver, then Buyer, in addition to its option to terminate this Agreement or to waive Seller's breach as provided above, shall also have the option to seek specific performance (if the remedy of specific performance is available) of Seller's agreement to sign and deliver the Quitclaim Deed and other documents required to be signed and delivered by Seller at closing; or (c) pursue an action for damages.

If Buyer elects to terminate this Agreement, (a) the escrow shall be cancelled, (b) Buyer shall be entitled to the return of the Earnest Money, with any interest earned thereon prior to disbursement, (c) all documents shall be returned to the parties which deposited them in Escrow, and (d) all title and escrow cancellation fees shall be charged to and paid by Seller.

5.3.2 Buyer's Breach. In the event Buyer fails to deposit the Earnest Money or commits any other material breach of this Agreement, and in each case fails to cure such material breach within ten (10) days following Seller's written notice to Buyer describing such breach and what cure is deemed necessary, then Seller, at its option and as its sole remedy, upon ten (10) days written notice to Buyer and Escrow Agent, may elect either to terminate this Agreement or to waive the material breach and proceed to closing. If Seller elects to terminate this Agreement:

(a) the escrow shall be canceled;

(b) the Earnest Money (with interest thereon) shall be paid to the Seller as liquidated damages;

- (c) the Buyer shall return the Materials to the Seller;
- (d) all other documents shall be returned to the parties who deposited them;
- (e) all title and escrow fees shall be paid by Buyer; and
- (f) Buyer shall deliver to Seller all studies and reports without any reimbursement of Buyer's costs and expenses incurred for same.

6 REPRESENTATIONS, WARRANTIES AND MUTUAL COVENANTS.

6.1 Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the date hereof and shall be as of the Closing Date, and the truth and accuracy of such statements shall constitute a condition to all of Buyer's obligations under this Agreement:

6.1.1 Seller includes trusts existing under the laws of the State of New Mexico and individuals residing in New Mexico and elsewhere. Each of the persons constituting seller has full right, power and authority to enter into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith and to perform its obligations hereunder;

6.1.2 The sale of the Property has been authorized by all necessary action on the part of each person constituting Seller, and the persons who have executed and delivered this Agreement and all other instruments required under this Agreement on behalf of Seller have been duly authorized to execute the same on behalf of Seller;

6.1.3 This Agreement is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except in each case as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally;

6.1.4 Seller has not used, generated, manufactured, stored or disposed of, on or under the Property or any part thereof, or in the immediate vicinity thereof, or transferred to or from the Property or any part thereof, any "Hazardous Materials;"

6.1.5 Seller has received verbal but not written notice of Buyer's proposed or contemplated condemnation of the Property or a part thereof, and Seller has oral notice and written notice of the intent or desire of certain governmental or public or private authority or public utility to appropriate or use the Property, or any part thereof;

6.1.6 Seller shall deliver a quitclaim deed to the Property.

6.2 Representations and Warranties by Buyer. Buyer hereby represents and warrants to Seller that the following statements are true and correct as of the date hereof and shall be as of

the Closing Date, and the truth and accuracy of all such statements shall constitute a condition to all of Seller's obligations under this Agreement:

6.2.1 Buyer is a political subdivision of the State of New Mexico and its Board of County Commissioners has authorized the County Manager to enter into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder;

6.2.2 Buyer has full right, power and authority to enter into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder; and

6.2.3 The execution and delivery of this Agreement and consummation of the sale contemplated hereby will not conflict with any agreement to which Buyer is bound, or result in any breach or violation of any law, rule, regulation or any court order or decree applicable to Buyer.

6.3 Mutual Covenants. Following the mutual execution of this Agreement:

6.3.1 Seller and Buyer shall deliver to each other and Escrow Agent any documents reasonably requested by Escrow Agent evidencing that each has the authority to enter into this Agreement and to consummate the transactions contemplated hereby.

6.3.2 Seller shall:

6.3.2.1 Enter into no new leases, contracts, agreements, encumbrances, or instruments or make any material modifications to any existing leases, contracts, agreements, encumbrances or instruments which, in either case may: (a) encumber, affect the ownership, use or development of the Property, or (b) by its terms would not be fully performed before the Closing Date, without the prior written consent of Buyer: and

6.3.2.2 Not use, generate, manufacture, store or dispose of, on or under the Property or any part thereof, or transfer to or from the Property or any part thereof, any Hazardous Materials.

6.4 Survival of Representations and Warranties. The representations and warranties of the Seller set forth in Paragraph 6.1 and the representations and warranties of the Buyer set forth in Paragraph 6.2 shall survive the Closing Date for the full period of the applicable statute of limitations.

7 **ESCROW.**

7.1 Agreement Constitutes Escrow Instructions. This Agreement shall constitute escrow instructions with respect to the Property and a copy hereof shall be deposited with the Escrow Agent for that purpose as provided in Paragraph 7.2 below. The Escrow Agent shall, promptly upon receipt, place the Earnest Money required pursuant to paragraph 1.5, in an

interest bearing account. The interest thus derived shall become part of the Earnest Money and shall be paid to the party entitled to the Earnest Money in accordance with the terms of this Agreement.

7.2 Escrow Agent. The escrow for the purchase and sale of the Property hereunder shall be opened by depositing an executed copy or executed counterparts of this Agreement with the Escrow Agent, and shall occur not later than three (3) business days following the execution of this Agreement by both parties. This Agreement shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Agent requires in order to clarify the duties and responsibilities of Escrow Agent. In the event of a conflict between the provisions of this Agreement and the provisions of such general conditions, the provisions of this Agreement shall control.

7.3 Closing Date. The Closing Date shall be no more than fifteen (15) days following the Inspection Period providing all conditions precedent have been satisfied.

7.4 Costs of Escrow.

7.4.1 Seller shall pay:

- (a) one-half (1/2) of the escrow fees,
- (b) one-half (1/2) the cost of all recording fees,
- (c) the cost of the Survey,
- (d) the cost of any other obligations of Seller hereunder.

7.4.2 Buyer shall pay:

- (a) one-half (1/2) of the escrow fees,
- (b) one-half (1/2) the cost of all recording fees, and
- (c) the cost of the title insurance policy desired by Buyer and any additional title insurance premium for deletion of standard exceptions 1-4 and 6-7, and
- (d) the cost of any other obligations of Buyer hereunder.

7.5 Prorations. The Property is not currently assessed in the name of any Seller, and neither Seller nor Buyer shall cause it to be so assessed prior to Closing. Buyer understands that the Santa Fe County Assessor is in the process of putting the Property on the Santa Fe County tax rolls. All real property taxes, including current or delinquent real property taxes, interest, or penalties now due or hereafter assessed for current or prior periods by the Santa Fe County Assessor shall be paid by Buyer. Seller will not seek damages from Buyer or any other party for

With a copy, which shall not be deemed notice, to:

Susan R. Stockstill
P.O. Box 9318
Santa Fe, NM 87504-9318
Telephone: 505-983-2020

Robert H. Weil, Sr.
223 N. Guadalupe, P.M.B. #228
Santa Fe, NM 87501

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon delivery to the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice may not be sent by facsimile alone. Any party may change its address for purposes of this paragraph by giving notice to the other party and to Escrow Holder as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

11 ASSIGNMENT.

This Agreement shall be binding upon the parties hereto and their respective heirs, successors or representatives; provided, however, that this Agreement may not be assigned by either party without the prior express written consent of the other party.

12 ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose.

13 WAIVER.

Failure of either party at any time or times to require performance of any of the provisions of this Agreement shall in no way affect its right to enforce the same, and a waiver by either party of any breach of any of the provisions of this Agreement shall not be construed to be a waiver by such party of any prior or succeeding breach of such provision or a waiver by such party of any breach of any other provision.

14 HEADINGS AND CONSTRUCTION.

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with herein. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities contained herein against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this document.

15 COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the parties only when a copy or a counterpart has been signed by each party and delivered to each other party. Signatures, copies and counterparts may be transmitted by mail, facsimile or overnight courier service and when so transmitted are as effective as if a manually-signed, original document had been delivered.

16 APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall, in all respects, be governed by and construed according to the laws of the State of New Mexico applicable to agreements executed and to be wholly performed therein.

17 FURTHER DOCUMENTS.

Each of the parties hereto shall, on and after the Closing Date, execute and delivery any and all additional papers, documents, instructions, assignments and other instruments, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

18 SEVERABILITY.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision hereof which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and all other provisions hereof shall remain in full force and effect.

19 NO OBLIGATION TO THIRD PARTIES; NO FIDUCIARY RELATIONSHIP OR DUTIES.

The negotiation, execution, delivery and performance of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, to obligate either

of the parties hereto to any person or entity other than each other, or to create any agency, partnership, joint venture, trustee or other fiduciary relationship or fiduciary duties between Buyer and Seller.

20 CONSTRUCTION.

For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter shall include the masculine and feminine. As used in this Agreement, the term "and/or" means one or the other or both, or any one or all, or any combination of the things or persons in connection with which the words are used; the term "person" includes individuals, partnerships, limited liability companies, corporations and other entities of any kind or nature; the terms "herein," "hereof" and "hereunder" refer to this Agreement in its entirety and are not limited to any specific provisions; and the term "including" means including, without any implied limitation.

21 DATES OF PERFORMANCE.

If under this Agreement the date upon which an event is scheduled to occur or the last date on which a party's performance of any obligation is required falls on a nonbusiness day, then such date shall be deemed to be the immediately following business day.

22 TIME OF ESSENCE.

Time is of the essence hereof and of all the terms, provisions, covenants and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement:

SELLER:

THE ESTATE OF S. ZANNIE HOYT

By: _____
William A. Simmons, Co-Personal Representative

Date: _____

By: _____
Robert H. Weil, Jr., Co-Personal Representative

Date: _____

By: _____
Linda H. Weil, Co-Personal Representative

Date: _____

Robert H. Weil, Sr.

Date: _____

BUYER:

Santa Fe County, New Mexico

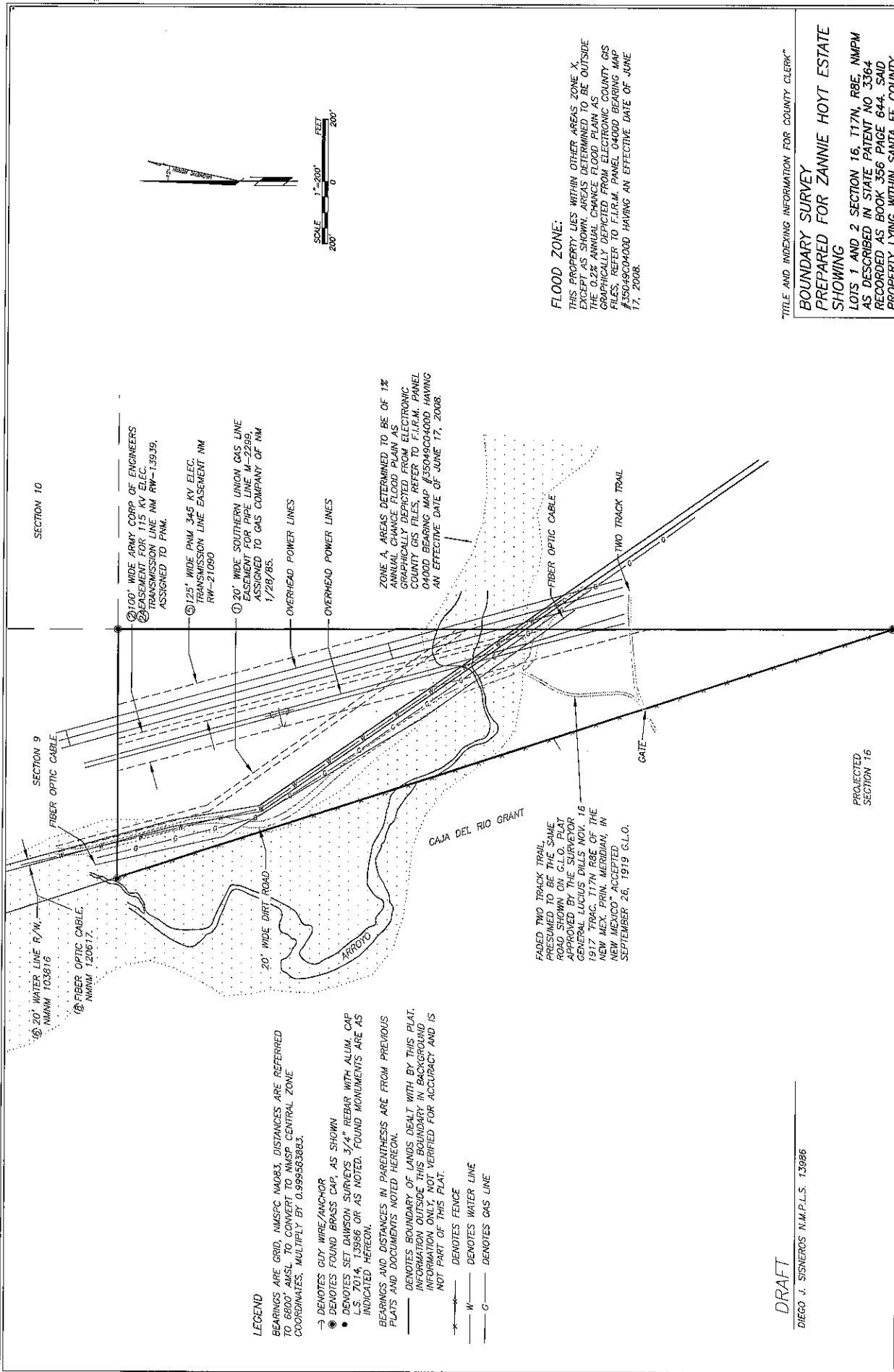
Katherine Miller, County Manager

Approved as to form:

Stephen C. Ross, County Attorney

Attest:

Valerie Espinoza, County Clerk



GRANT NO.	GRANTEE ASSIGNEE	TYPE	RESEARCH DOCUMENTS	DATE	BOOK PAGE	RESTRICTION RESERVATION	
1	STATE OF N.M.	SOUTHERN UNION GAS CO. NM	M-2999	10/15/1945	711/25	1985	N/A
2	STATE OF N.M.	U.S. ARMY CORPS OF ENGINEERS/PNH	RW-13939	6/28/1957	N/A	N/A	NO TELE. TELEG. POWER R/W
3	STATE OF N.M.	STATE OF N.M.	RW-13939	7/17/1965	N/A	N/A	NO TELE. TELEG. POWER R/W
4	STATE OF N.M.	ROBERT & SUZANNE WEIL	PATENT	3/4/1969	523/432-433		DITCHES & CANALS
5	STATE OF N.M.	BUCKMAN DIRECT DIVERSION BOARD	PATENT	12/13/1977	355/844		MINERALS
6	STATE OF N.M.	BUCKMAN DIRECT DIVERSION BOARD	PATENT	6/29/1982	N/A		NO RD. TELE. TELEG. POWER R/W
7	U.S.	BUCKMAN DIRECT DIVERSION BOARD	NM-103816	6/22/2008	N/A		TERMINATES 12/31/2037
8	U.S.	BUCKMAN DIRECT DIVERSION BOARD	NM-103816	6/22/2008	N/A		TERMINATES 6/22/2011
							WITHIN SAME R/W AS 103816

LEGEND
 BEARINGS ARE GRID, NAD83, DISTANCES ARE REFERRED TO 6600' AMSL TO CONVERT TO NMSP CENTRAL ZONE COORDINATES, MULTIPLY BY 0.9998583883.

- DENOTES GUY WIRE/ANCHOR
- DENOTES FOUND BRASS CAP, AS SHOWN
- DENOTES SET DAWSON SURVEYS 3/4" REBAR WITH ALUM. CAP L.S. 7014, 13986 OR AS NOTED. FOUND MONUMENTS ARE AS INDICATED HEREON.
- BEARINGS AND DISTANCES IN PARENTHESES ARE FROM PREVIOUS PLATS AND DOCUMENTS NOTED HEREON.
- DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT. INFORMATION OUTSIDE THIS BOUNDARY IN BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT.
- DENOTES FENCE
- W — DENOTES WATER LINE
- G — DENOTES GAS LINE

FADED TWO TRACK TRAIL PRESUMED TO BE THE SAME ROAD SHOWN ON C.L.O. PLAT APPROVED BY THE SURVEYOR GENERAL LUCIUS DILLS NOV. 16 1917 TRAC. T17N R8E OF THE NEW MEX. PRIN. MERIDIAN, IN NEW MEXICO" ACCEPTED SEPTEMBER 26, 1919 G.L.O.

ZONE A. AREAS DETERMINED TO BE OF 1% ANNUAL CHANCE FLOOD PLAIN AS GRAPHICALLY DEPICTED FROM ELECTRONIC COUNTY GIS FILES, REFER TO F.I.R.M. PANEL 04000 BEARING MAP #35049C04000 HAVING AN EFFECTIVE DATE OF JUNE 17, 2008.

FLOOD ZONE:
 THIS PROPERTY LIES WITHIN OTHER AREAS, ZONE X, EXCEPT AS SHOWN. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AS GRAPHICALLY DEPICTED FROM ELECTRONIC COUNTY GIS FILES, REFER TO F.I.R.M. PANEL 04000 BEARING MAP #35049C04000 HAVING AN EFFECTIVE DATE OF JUNE 17, 2008.

DRAFT

DIEGO J. SISONEROS N.M.P.L.S. 13986

TITLE AND INDEXING INFORMATION FOR COUNTY CLERK*

**BOUNDARY SURVEY
 PREPARED FOR ZANNIE HOYT ESTATE
 SHOWING**

LOTS 1 AND 2 SECTION 16, T17N, R8E, NMPM AS DESCRIBED IN STATE PATENT NO 3364 RECORDED AS BOOK 356 PAGE 844. SAID PROPERTY LYING WITHIN SANTA FE COUNTY, NEW MEXICO.

UPC#71-049-035-105-466

DAWSON SURVEYS INC.
 PROFESSIONAL LAND SURVEYORS
 2302 A CAMINO ENTRADA
 SANTA FE, N.M., 87507
 FILE# 8911BDY DATE:8/1/2011

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

RESOLUTION NO. 2011-_____

**A RESOLUTION GRANTING THE COUNTY MANAGER SIGNATORY
AUTHORITY FOR EXECUTING ANY DOCUMENTS NECESSARY TO
EFFECTUATE THE AGREEMENT FOR PURCHASE AND SALE AND
ESCROW INSTRUCTIONS BY AND BETWEEN THE ESTATE OF S. ZANNIE
HOYT, THROUGH CO-PERSONAL REPRESENTATIVES LINDA N. WEIL,
ROBERT H. WEIL, JR., AND WILLIAM A. SIMMONS, NO. D-0101-PB 2010-
00207, FIRST JUDICIAL DISTRICT COURT, COUNTY OF SANTA FE, NEW
MEXICO, KATE ANN WEIL BYRNES, ROBERT H. WEIL, JR., AND WILLIAM
A. SIMMONS, CO-TRUSTEES OF THE S. ZANNIE HOYT REVOCABLE
LIVING TRUST UNDER ACCOUNT DATED DECEMBER 26, 2007, AS
AMENDED, AND ROBERT H. WEIL, SR., AND THE BOARD OF COUNTY
COMMISSIONERS OF SANTA FE COUNTY**

WHEREAS, the Board of County Commissioners has approved and executed a Purchase and Sale Agreement by and between the Estate of S. Zannie Hoyt, through Co-Personal Representatives Linda N. Weil, Robert H. Weil, Jr., and William A. Simmons, No. D-0101-PB 2010-00207, First Judicial District Court, County of Santa Fe, New Mexico, Kate Ann Weil Byrnes, Robert H. Weil, Jr., and William A. Simmons, Co-Trustees of the S. Zannie Hoyt Revocable Living Trust under account dated December 26, 2007, as amended, and Robert H. Weil, Sr., and the Board of County Commissioners of Santa Fe County;

WHEREAS, the purchase of the property which is the subject of the sale described in the previous paragraph is to provide access across the property for certain governmental infrastructure associated with the Buckman Direct Diversion;

WHEREAS, in order to complete the transaction, numerous closing documents must be executed including, but not limited to, the closing statement and other closing documents; and

WHEREAS, the Board desires to delegate the responsibility to execute these many documents and participate in the closing of this transaction to the County Manager.

NOW THEREFORE BE IT RESOLVED, AS FOLLOWS:

The County Manager shall have authority to execute the closing statement and other closing documents related to Purchase and Sale Agreement by and between the Estate of S. Zannie Hoyt, through Co-Personal Representatives Linda N. Weil, Robert H. Weil, Jr., and William A. Simmons, No. D-0101-PB 2010-00207, First Judicial District Court, County of Santa Fe, New Mexico, Kate Ann Weil Byrnes, Robert H. Weil, Jr., and

William A. Simmons, Co-Trustees of the S. Zannie Hoyt Revocable Living Trust under account dated December 26, 2007, as amended, and Robert H. Weil, Sr., and the Board of County Commissioners of Santa Fe County.

PASSED, APPROVED and ADOPTED this ___ DAY OF NOVEMBER, 2011.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: _____
Virginia Vigil, Chair

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

APPROVED AS TO FORM:

Stephen C. Ross, Santa Fe County Attorney

**NO PACKET MATERIAL
FOR THIS ITEM**

**NO PACKET MATERIAL
FOR THIS ITEM**

**NO PACKET MATERIAL
FOR THIS ITEM**