

posting of a Notice of Non-Responsibility within the TCP Easement Area, pursuant to NMSA 1978, Section 48-2-11, which do not, either singularly or in the aggregate, interfere in any material respect with the use and enjoyment of the Temporary TCP Easement.

14.3 Grantee shall reimburse Grantor for any and all costs incurred for any additional cultural resource survey and for land surveying costs for the Temporary TCP Easement within fifteen (15) days after receipt of a request for reimbursement detailing the costs incurred.

14.4 No provision of this TCP Easement 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 TCP Easement Agreement shall be construed to modify the TCP Easement Agreement or waive either party's right to insist upon strict performance of the terms of this TCP Easement Agreement.

14.5 Time is of the essence of this TCP Easement Agreement.

14.6 This TCP Easement Agreement contains the entire agreement of the Parties hereto with respect to the subject matter of this TCP Easement Agreement and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force and effect. The Recitals above are incorporated herein as if set forth in full.

14.7 This TCP Easement Agreement shall be interpreted under the laws of the State of New Mexico disregarding any choice of law provisions.

14.8 The Parties acknowledge that this TCP Easement Agreement is the result of negotiations between the Parties, and that the Parties respective counsel has had the opportunity to review and revise this TCP Easement Agreement, and, therefore, in construing any ambiguity hereunder no presumption shall be made in favor of either party.

14.9 EACH PARTY WAIVES TRIAL BY JURY IN THE EVENT OF ANY LEGAL PROCEEDING BROUGHT BY THE OTHER IN CONNECTION WITH THIS TCP EASEMENT AGREEMENT.

14.10 The prevailing party in any action or proceeding arising out of this TCP Easement Agreement shall be entitled to recover costs including reasonable attorney's fees from the other party.

14.11 The headings of this TCP Easement Agreement have been inserted for convenient reference only and are not to be considered in the construction of any provision hereof.

14.12 This TCP Easement Agreement may be executed in counterparts that together will be a single agreement.

14.13 Except as expressly provided herein, this TCP Easement Agreement may be modified only by a written document signed and notarized by both Parties.

14.14 Either Party may record this TCP Easement Agreement or a memorandum thereof in the records of Taos County, New Mexico.

*[The remainder of this page intentionally left blank. The Parties' signatures and acknowledgements are on the following pages.]*

**SIGNATURE PAGE  
TEMPORARY TCP EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this TCP Easement Agreement to be executed as of the date set forth above.

GRANTOR:

ST. BERNARD EXPANSION II LLC, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:

THE VILLAGE OF TAOS SKI VALLEY, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledgement**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, the \_\_\_\_\_ of The Village of Taos Ski Valley, a municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**Acknowledgement**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, the \_\_\_\_\_ of St. Bernard Expansion II LLC, a New Mexico limited liability company.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**EXHIBIT C-2**

Temporary Easement Agreement for the Vacated ROW Easement

## TEMPORARY VROW EASEMENT AGREEMENT

THIS TEMPORARY VROW EASEMENT AGREEMENT (this "VROW Easement Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the "Closing Date" [as defined in the EBR Realignment Agreement]) by and between St. Bernard Expansion II LLC, a New Mexico limited liability company, and St. Bernard Expansion III LLC, a New Mexico limited liability company (collectively, the "Grantor") and The Village of Taos Ski Valley, a municipal corporation, ("Grantee"). Grantor and Grantee may collectively be referred to herein as the "Parties", and each of the Parties individually may be referred to herein as a "Party".

### RECITALS

A. Grantor is the owner of Tract 1-A-1, Block G, an approximate 0.336 acre parcel within the Village of Taos Ski Valley, Taos County, New Mexico, (the "Grantor Property") as shown and described on Sheet 4 of that certain Lot Line Adjustment and Consolidation Survey dated \_\_\_\_\_, 2018; prepared by Red Tail Surveying, Inc., Job No. 2218, recorded in \_\_\_\_\_ of the records of Taos County New Mexico (the "LLA/Consolidation Survey").

B. Grantor and Grantee have entered into that certain Agreement in Lieu of Condemnation for Realignment of Ernie Blake Road effective as of \_\_\_\_\_, 2018 (the "EBR Realignment Agreement"), under which the Parties have exchanged certain parcels of real property to help accomplish the realignment by Grantee of the Ernie Blake Road right-of-way.

C. Pursuant to and in furtherance of the EBR Realignment Agreement, Grantor has agreed to grant Grantee a temporary easement upon a portion of the Grantor Property, upon the terms and conditions set forth herein. Such portion of the Grantor Property is shown and described as "Portion of Existing Right-of-Way to be Vacated by Village of Taos Ski Valley and Conveyed to St. Bernard Expansion II and III 4,680 square feet" on Sheet 3 of the LLA/Consolidation Survey (the "VROW Easement Area").

D. The VROW Easement Area contains a portion of the existing Ernie Blake Road right-of-way and a water pressure regulation vault used by Grantee in connection with the Grantee's water system. Grantee desires to temporarily use the VROW Easement Area for the uses hereinafter described, including temporary use of the existing Ernie Blake Road right-of-way and such water pressure regulation vault.

### AGREEMENT

NOW THEREFORE, in consideration of the EBR Realignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor hereby agree as follows:

1. **Grant of Easement; Use of Easement.** Grantor hereby grants Grantee a temporary, nonexclusive easement on, under, over and across the VROW Easement Area for (i) the use of the existing Ernie Blake Road right of way, (ii) the operation and maintenance of the water pressure regulation vault and all pipes and equipment

connected to and/or serving it (collectively, the "PRV") lying within the VROW Easement Area, and (iii) for overlap construction activities, including construction staging involving the storage and parking of construction materials, equipment, machinery, and vehicles, but excluding the repair, servicing, or refueling of equipment, machinery or vehicles, in connection with the Ernie Blake Road right-of-way realignment project (the "Realignment Project") contemplated under the ERB Realignment Agreement (the "Temporary VROW Easement"). The Temporary VROW Easement shall be for the benefit of Grantee, its agents, employees, consultants, and contractors and their respective subcontractors at every tier, and all others providing services in connection with the construction of the Realignment Project.

2. **Title.** No legal title or leasehold in the VROW Easement Area other than the Temporary VROW Easement granted by this VROW Easement Agreement, shall be deemed or construed to have been created or vested in Grantee by anything contained in this VROW Easement Agreement.

3. **No Representation/Warranty.** Review, approval and/or inspection by Grantor of any plans and specifications, work, or other materials submitted by Grantee or performed by Grantee, its contractors and/or subcontractors, in connection with this VROW Easement Agreement, shall not constitute any representation, warranty or guaranty by Grantor to the Grantee, its contractors and/or subcontractors, or to any other person or firm as to the substance or quality of the matter reviewed, approved or inspected. Grantor makes no representation or warranty, express or implied, in fact or in law, as to (a) the title to the VROW Easement Area, (b) any encumbrances, restrictions and conditions which may affect the VROW Easement Area, (c) the nature, condition or usability of the VROW Easement Area, including but not limited to the suitability of the VROW Easement Area for Grantee's use, (d) the zoning of the VROW Easement Area, or (e) the compliance of the VROW Easement Area with all applicable present and future federal, state, county, municipal and local laws, statutes, ordinances, codes, rules, regulations, orders and requirements (collectively, "Applicable Laws"). Grantee is relying on its own independent inspection of the VROW Easement Area in its acceptance of the Temporary VROW Easement and its exercise of the rights granted under this VROW Easement Agreement. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS, MERCHANTABILITY, AND SUITABILITY FOR INTENDED PURPOSE.

4. **Repair of Damage.** If the VROW Easement Area or Grantor's Property encompassing the VROW Easement Area, or any part thereof, including but not limited to improvements on Grantor's Property, is damaged or destroyed as a result of Grantee's exercise of its easement rights granted hereunder or construction activities in connection with the Realignment Project, Grantee shall repair or restore the damaged property to substantially the condition that existed immediately prior to such damage and shall pay all costs and expenses associated therewith.

5. **Liens; Encumbrances.** Grantee shall keep the VROW Easement Area and/or the real property affected by such Temporary VROW Easement, including the Grantor Property, free and clear of all liens, claims and encumbrances resulting or arising from rights given to Grantee under this VROW Easement Agreement, any work or act performed by, or materials furnished by, Grantee, its agents, employees, consultants,

suppliers, and contractors and their respective subcontractors at every tier, and all others providing services or materials in connection with the construction of the Realignment Project, or any party claiming by, through or under Grantee, or any party under Grantee's direction or in privity of contract with Grantee. Grantee shall provide to Grantor written notice, at least five (5) business days before the commencement of construction activities under the Realignment Project, of such construction commencement, so that Grantor can post Notice of Non-Responsibility within the VROW Easement Area, pursuant to NMSA 1978, Section 48-2-11.

6. **Term of Easement.** The Temporary VROW Easement shall terminate on the first to occur of (i) the date that the Realignment Project is substantially complete pursuant to Paragraph 8 below; or (ii) on the second anniversary of the Closing Date. The Temporary VROW Easement relating to the use and maintenance of the PRV shall immediately terminate when a replacement PRV is operational and located within the realigned Ernie Blake Road (or elsewhere not within the Grantor Property), but in no event shall the Temporary VROW Easement relating to the PRV extend beyond the second anniversary of the Closing Date.

7. **Maintenance and Responsibility.** Grantee shall solely be responsible to maintain and repair the existing Ernie Blake Road right-of-way and the PRV within the VROW Easement Area, while each is operational, at Grantee's sole expense, in a good and safe condition. Grantee shall be solely responsible for all damage or injuries to persons or property, both real and personal, arising from the use of the VROW Easement Area as a public right-of-way and for all other uses of the VROW Easement Area described herein, including operation of the PRV and construction overlap and staging activities.

8. **Completion of Project.** The Realignment Project shall be conclusively deemed "substantially complete" upon the commencement of use of the realigned Ernie Blake Road right-of-way for public vehicular traffic, notwithstanding that all components of the Realignment Project, including road surface paving, have not then been completed.

9. **Abandonment of PRV.** In any event, no later than the second anniversary of the Closing Date, Grantee shall cause the existing PRV to be completely abandoned from any use, and the water lines serving it to be completely disconnected and rendered non-operational.

10. **Annual Fee.** Grantee shall pay no charge for use of the VROW Easement Area during the one (1) year period after the Closing Date. In the event the Grantee requires use of all or part of the VROW Easement Area after such one (1) year period after the Closing Date, Grantee shall pay to Grantor a fee in the amount of \$25,740.00 (the "Second Year Fee") for use of any portion of the VROW Easement Area during the annual period from the first anniversary of the Closing Date to the second anniversary of the Closing Date. The Second Year Fee shall be payable in full by Grantee to Grantor on the first anniversary of the Closing Date. The Second Year Fee shall be non-refundable in the event the Realignment Project is substantially complete prior to the second anniversary of the Closing Date.

11. **Compliance with Laws.** Grantee, and those conducting activities on or about the VROW Easement Area or in connection with the Realignment Project by or on behalf of Grantee, including Grantee's agents, employees, consultants, suppliers, and contractors and their respective subcontractors at every tier, and all others providing services or materials in connection with the construction of the Realignment Project (the "Grantee Responsible Parties") shall comply with all Applicable Laws that apply to the Realignment Project or the VROW Easement Area.

12. **Hazardous Materials.** Grantee and the Grantee Responsible Parties shall refrain from storing or discharging any hazardous wastes or toxic substances as defined in 42 U.S.C. Section 9601-9657 or in any other applicable, federal, state, or local law, statute, rule, regulation, ordinance or code, on or about the VROW Easement Area or any other portion of Grantor's Property. Grantee and the Grantee Responsible Parties will not use the VROW Easement Area at any time in such a manner as to cause a violation of or to give rise to a removal, restoration or other remedial obligation under any statute, rule, regulation, ordinance, order, judgment, decree, requirement or common law of any federal, state, local or other governmental entity having jurisdiction over the VROW Easement Area or any other portion of the Grantor's Property, including, without limitation, the Resource, Conservation and Recovery Act of 1980, 42 U.S.C. 6901, et seq., and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. (collectively, "Environmental Laws"). Grantee and the Grantee Responsible Parties shall promptly provide written notice (1) of any potential, threatened or any known release of any dangerous and/or hazardous waste, material, element or substance on or about the VROW Easement Area, (2) of any adverse environmental condition on or about the VROW Easement Area, (3) of any violation of any Environmental Laws affecting the VROW Easement Area, and (4) upon Grantee's receipt of any such notice from any governmental authority. In the event of any discharges, spillage, contamination, or other mishandling of a hazardous substance on or about the VROW Easement Area during the term of the Temporary VROW Easement and any extensions thereof, Grantee shall notify, or cause the Grantee Responsible Parties to notify, Grantor and reimburse, or cause the Grantee Responsible Parties to reimburse, Grantor for the cost of remediating the same in accordance with all applicable Environmental Laws. This provisions shall survive the termination of the Temporary VROW Easement.

13. **Insurance.** As a condition to the exercise of the easement rights granted herein, Grantee shall cause all contractor(s) entering onto the VROW Easement Area to maintain, the following insurance and provide Grantor with current certificates of insurance together with copies of insurance policies and required endorsements evidencing the required insurance coverages.

| <b><u>Type of insurance</u></b>           | <b><u>Limits of liability</u></b>  |
|---|--|
| A. Commercial General Liability Insurance | \$2,000,000 each occurrence<br><br>\$2,000,000 general aggregate<br>\$2,000,000 products/completed operations aggregate, (to be maintained for at least three (3) years after completion of all activities and work in the VROW Easement Area) |



|  |  |
|--|--|
| B. Automobile Liability Insurance                | \$1,000,000 combined single limit (each accident)  |
| C. Workers' Comp & Employers Liability Insurance | Workers' Comp - Statutory Limits<br>\$1,000,000 Employer's Liability   |
| D. Commercial Property Insurance                 | Commercial Property Insurance covering all personal property that may located on the VROW Easement Area, at full replacement value |

13.1 The Commercial General Liability Insurance coverage shall be on form ISO GC 00 01 04 13, or equivalent approved by Grantor. Grantee shall cause St. Bernard Expansion II LLC and St. Bernard Expansion III LLC and their affiliates, and their respective officers, directors, shareholders, employees, members, affiliates, successors and assigns ("Grantor Parties") to be named as additional insureds under such commercial general liability insurance as to both on-going operations and completed operations using endorsements ISO CG 20 10 04 13 (ongoing operations) and ISO CG 20 37 04 14 (completed operations), or equivalent endorsements approved by Grantor. Grantee shall not suffer or permit contractors to enter onto the VROW Easement Areas unless the required insurance is in place and current certificates of insurance and copies of policies, with required endorsements, have been provided to Grantor.

13.2 All of contractor's insurance policies must contain a provision that prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Grantor (10 days for non-payment of premiums). If a contractor fails to maintain the required insurance, Grantor may, but shall not be obligated to, maintain the insurance at Grantee's expense.

14. **Indemnity.** Grantee shall cause the contracts with the contractors entering into the VROW Easement Area to contain the following provisions: "To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless St. Bernard Expansion II LLC and St. Bernard Expansion III LLC, and their affiliates, and their respective officers, directors, shareholders, employees, members, affiliates, successors and assigns (collectively "Indemnitees") from and against all damages, injuries, claims, demands, lawsuits, causes of action, penalties, fines, administrative law actions and orders, costs and expenses (including, but not limited to, reasonable attorneys' fees) of every kind and character (collectively, "Claims") arising out of Contractor's entry onto the VROW Easement Area or any activity, work, or thing done, permitted, or suffered by Contractor on or about the VROW Easement Area, except to the extent such Claims are caused by the sole negligence or willful misconduct of an Indemnatee. This provision shall survive the expiration or termination of the Temporary VROW Easement".

15. **Miscellaneous.**

15.1 This VROW Easement Agreement, and the 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, and any and all person(s) or entities acquiring, holding or owning an interest in or to the Grantor Property and the Re-Aligned Ernie Blake Road, as shown and described on Sheet 4 of the LLA/Consolidation Survey, and their respective successors and assigns.

15.2 Grantor reserves unto itself, its successors in title and assigns the right to use the VROW Easement Area for any and all purposes, including Grantor's posting of a Notice of Non-Responsibility within the VROW Easement Area, pursuant to NMSA 1978, Section 48-2-11, which do not, either singularly or in the aggregate, interfere in any material respect with the use and enjoyment of the Temporary VROW Easement.

15.3 Grantee shall reimburse Grantor for any and all costs incurred for any additional cultural resource survey and for land surveying costs for the Temporary VROW Easement within fifteen (15) days after receipt of a request for reimbursement detailing the costs incurred.

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*[The remainder of this page intentionally left blank. The Parties' signatures and acknowledgements are on the following pages.]*

**SIGNATURE PAGE  
TEMPORARY VROW EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the Parties hereto have caused this VROW Easement Agreement to be executed as of the date set forth above.

GRANTOR:

ST. BERNARD EXPANSION II LLC, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GRANTEE:

THE VILLAGE OF TAOS SKI VALLEY, a municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ST. BERNARD EXPANSION III LLC, a New Mexico limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Acknowledgement**

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, the \_\_\_\_\_ of The Village of Taos Ski Valley, a municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**Acknowledgement**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

**Acknowledgement**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

EXHIBIT D

AL'S RUN PROPERTY

A part of Lot 1A, Block G of the O.E. Pattison Subdivision, within the Antoine Leroux Grant at Twining, Taos County, New Mexico;

COMMENCING at Meander Corner 80, a General Land Office stone monument on the North boundary of the Antoine Leroux Grant, thence; S 32° 42' E, 454.3 feet to a point, the Point and Place of Beginning, thence;

N 60° 31' W, 102, 29 feet to a point, thence;

N 56° 45' E, 41.0 feet to a point, thence;

S 36° 55' E, 91.1 feet to a point, the POINT AND PLACE OF BEGINNING.

EXHIBIT E

HELFRICH PROPERTY

A certain tract of land being a portion of lot 1A, Block G, O.E. Pattison Subdivision, lying and being situate within the Village of Taos Ski Valley, Taos County, New Mexico and being more particularly described by metes and bounds as follows:

Beginning at capped rebar #5213 along the Southeasterly boundary of this tract located along the Northwesterly right-of-way of Ernie Blake Road, from whence capped rebar #4369 bears S61°50'09" E, 3.65';

Thence, from said point of beginning, along said right-of-way, S 56°12'12" W, 45.09' to capped rebar #11183;

Thence leaving said right-of-way, N 37°14'13" W, 78.00' to a #4 rebar;

Thence, N 56°25'10" E, 89.35' to capped rebar #11183 located along the Westerly Right-Of-Way of Twining Road;

Thence, along said Westerly Right-Of-Way, S 36°52'28" E, 76.01' to a point being witnessed by capped rebar #4369 that bears S. 57°10'41" W, 1.55';

Thence from said point leaving said right-of-way, S 57°10'41" W, 44.94' to capped rebar #5213';

Thence, S 61°50'09" E, 2.71' to the point and place of beginning.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to approve Agreement in Lieu of Condemnation  
between the Village of Taos Ski Valley and Sierra del Sol  
Condominiums Homeowners Association

**DATE:** April 10, 2018

**PRESENTED BY:** Mark G. Fratrack, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

Improvement to Ernie Blake (EB) road is a public improvement priority. A workshop was held in approximately August 2016 where new design plans for EB road were presented for study and discussion. In general, there was positive feedback from the people in attendance, and all had a better understanding of the project.

In connection with the new design plans, the Village was required to acquire the appropriate property from land owners impacted by the new EB road design. The Council appointed a negotiation team from the Mayor and Council to talk with those land owners and to make an offer to purchase the land in question. Surveys were conducted and an in-depth appraisal was performed on the properties. An offer was made to the Sierra del Sol Condominiums, and through negotiations, eventually was agreed upon, and preliminarily approved by the parties involved.

The breakdown for square footage and the purchase price in regards to the Ernie Blake Road Re-Alignment, if approved by Council, would be:

1. 827 square feet. (SdS Partial Taking ROW)
2. 162 square feet. (Partial Taking Lake Fork Rd)

Note: 324 sq/ft Lake Fork Rd ½ Split w/ St. Bernard Expansion III

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| 1. SdS Partial Taking ROW Area     | 827 square feet @ \$22.50 / sq. foot: |
| 2. Partial Taking Lake Fork Rd ROW | 162 square feet @ \$13.75 / sq. foot: |

Total: \$20,835.00

**Recommendation:**

Staff does not recommend that Council approve the SdS Land Condemnation and Purchase Agreement.



**AGREEMENT IN LIEU OF CONDEMNATION  
BETWEEN THE VILLAGE OF TAOS SKI VALLEY AND SIERRA DEL SOL  
CONDOMINIUMS HOMEOWNERS ASSOCIATION**

THIS AGREEMENT IN LIEU OF CONDEMNATION ("Agreement") is made by and between The Village of Taos Ski Valley, a municipal corporation, ("VTSV") and Sierra del Sol Condominiums Homeowners Association ("SdS Association"), as of January 1, 2018 (the "Effective Date"). VTSV and SdS Association may collectively be referred to herein as the "Parties", and each of the Parties individually may be referred to herein as a "Party".

**Recitals**

A. On July 14, 2015 VTSV adopted Resolution/Ordinance No. 2016-289, adopting the Roadway Improvements Element of the Village Master Plan (the "Master Plan"). The Master Plan provides for the realignment of Ernie Blake Road (the "EBR Realignment").

B. SdS Association is a New Mexico nonprofit corporation comprised of the condominium owners of Sierra del Sol Condominiums. SdS Association is the owner of a parcel of real property consisting of 1.472 acres, more particularly described on Exhibit A attached hereto, being Plat of Survey for Sierra del Sol Condominium Association by AGS Land Surveying, dated June 22, 1999. SdS Association is also an owner in joint tenancy with St. Bernard Expansion II, LLC of a one-half interest in a parcel of real property identified as Lake Fork Road, as depicted on Exhibit B attached hereto, being Land Division Survey Plat for Village of Taos Ski Valley, St. Bernard Expansion II & III, LLC, Sierra del Sol Condominiums Ernie Blake Road Re-Alignment by Red Tail Surveying, Inc., dated January 8, 2018.

C. The EBR Realignment location lies over and across the extreme northern portion of the SdS Properties.

D. At a special meeting held on June 29, ~~2018~~ 2017 VTSV authorized the initiation of condemnation proceedings and, as part of the statutory condemnation process, to engage in negotiations with SdS Association to acquire portions of the SdS Properties, (the "SdS Condemnation Property") necessary for the EBR Realignment.

E. The SdS Condemnation Property consists of the following two parcels identified on page 4 (Lake Fork Road & Sierra del Sol appraisals) of the Appraisal Report of Whitney Appraisals (hereinafter defined), a copy of which is attached hereto as Exhibit B, and the survey plat prepared by Red Tail Surveying, Inc., for Village of Taos Ski Valley and St. Bernard Expansion III, LLC Ernie Blake Road Re-Alignment, Exhibit B, and consisting of:

1. 827 square feet. (SdS Partial Taking ROW)
2. 162 square feet. (Partial Taking Lake Fork Rd)

Note: 324 sq/ft Lake Fork Rd ½ Split w/ St. Bernard Expansion III.

The SdS Condemnation Property is hereinafter referred to as the "SdS Transfer Parcels."

F. VTSV engaged Whitney Appraisal Associates, Inc. ("Whitney Appraisals") to prepare the following appraisals, copies of which were delivered to SdS Association:

1. On April 28, 2017, Whitney Appraisals prepared an appraisal report for the SdS Property, including the ROW Area.
2. On May 9, 2017, Whitney Appraisals prepared an appraisal report for the Lake Fork ROW Area.

G. As a prerequisite to commencement of condemnation pursuant to NMSA 1978, Sections 42A-1-4 and 42A-1-6, on August 22, 2017, in an effort to establish formal negotiations, VTSV made an initial offer to SdS Association for the SdS Condemnation Property necessary for the Ernie Blake Realignment. On October 26, 2017, VTSV made a second offer to SdS Association for the SdS Condemnation Property. On November 12, 2017, SdS Association made a counteroffer to the second offer made by VTSV on October 26, 2017, subject to certain conditions, including approval by the full membership of the SdS Association membership. On May 198, January—2018, the SdS Association membership approved the terms of this agreement.

G. Pursuant to NMSA 1978, §42A-1-3, the Parties agree to carry out a settlement in lieu of condemnation of the SdS Condemnation Property.

#### Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, the agreements and undertakings of the Parties set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### ARTICLE 1

#### AGREEMENT TO PURCHASE AND SELL; PURCHASE PRICE; LICENSE

1.1 Agreement to Purchase and Sell - SdS Transfer Parcels. SdS Association agrees to sell and convey by special warranty deed to VTSV, and VTSV agrees to purchase and acquire from SdS Association, the SdS Transfer Parcels, (the "SdS Transfer Parcels Transaction") upon the terms and provisions contained herein.

1.2 Purchase Price – SdS Transfer Parcels. The purchase price to be paid by VTSV to SdS Association for the SdS Transfer Parcels is \$20,835.00 (the "SdS Transfer Parcels Purchase Price"), calculated as follows.

- |                                    |                                       |
|------------------------------------|---------------------------------------|
| 1. SdS Partial Taking ROW Area     | 827 square feet @ \$22.50 / sq. foot: |
| 2. Partial Taking Lake Fork Rd ROW | 162 square feet @ \$13.75 / sq. foot: |

Total: \$20,835.00

The SdS Transfer Parcels Purchase Price shall be paid by VTSV to SdS Association on the Closing Date, as hereinafter defined, unless this Agreement is terminated as provided herein.

**ARTICLE 2**  
**CONDITIONS TO PARTIES' PERFORMANCE**

2.1 Title Insurance. Within fifteen (15) days following the Effective Date, the Parties:

- a. shall obtain a current title commitment from First New Mexico Title & Abstract Company, Inc., as agent for First American Title Insurance Company (the "Title Company") for the SdS Transfer Parcels, (the "VTSV Commitment") for an owner's policy of title insurance (the "VTSV Policy") and insuring the SdS Transfer Parcels in the amount of the SdS Transfer Parcels Purchase Price.  
and
- b. shall cause the Title Company to deliver the VTSV Commitment to VTSV at VTSV's sole cost, together with legible and true copies of all documents referred to in the Commitment. The Parties shall cause the Title Company promptly after the Closing Date to deliver (i) the VTSV Policy to VTSV, for which VTSV shall pay the premium thereof.

VTSV shall have fifteen (15) days after receipt of the VTSV Commitment within which to review the Commitment and said documents, and, if VTSV objects for any reason in its discretion to any matter(s) appearing therein in any manner affecting title and/or use of the subject property, VTSV shall notify SdS Association in writing of such objection(s), and VTSV and SdS Association shall have fifteen (15) days from receipt of such notice of objection(s) within which to resolve the matter(s) objected to. If VTSV and SdS Association are unable to resolve such matter(s) within such time period, VTSV may exercise any one of the options as hereinafter defined.

2.2 Survey. On or before the expiration of thirty (30) days following the Effective Date, VTSV at VTSV's expense shall obtain and deliver to SdS Association a current boundary and improvement survey of each of the parcels of the SdS Condemnation Property, including legal descriptions of the ROW Area and the area retained by SdS (the "retained property"). The survey shall be certified in a manner acceptable to the Parties and the Title Company, and prepared by a land surveyor licensed in the State of New Mexico. As part of the Survey, the surveyor shall flag the boundary lines and compute the square feet area of each component parcel.

On or before the Closing Date, the Survey, containing signed approvals by VTSV, shall be filed for record as required by NMSA 1978, Section 61-23-28.2.

2.3 VTSV Governing Body Approval. On or before the Closing Date, the VTSV governing body shall take and complete all actions required under the laws of the VTSV and the State of New Mexico to approve the Transfer Parcels Transaction.

2.4 VTSV Options. "VTSV's Options" as used herein means its right to elect to either:

(a) terminate this Agreement, in which event the parties shall be released from all further obligations under this Agreement; or

(b) waive nonfulfillment of the applicable condition and contingency.

VTSV shall elect its Option by delivering notice thereof to SdS Association within ten (10) days after the final date for fulfillment of the applicable condition and contingency or after such fulfillment becomes impossible, whichever is the first to occur.

### **ARTICLE 3** **THE CLOSING**

3.1 Closing Date. The closing of the purchase and sale transaction contemplated herein (the "Closing") shall take place at the office of the Title Company on or before July 18, 2018 (the "Closing Date").

3.2 Extension of the Closing Date. Notwithstanding the provisions of Section 3.1, the Closing Date shall be extended:

(a) for the period of time that any time period or sequence thereof established in Article 2 extends beyond the Closing Date set forth in Section 3.1; and

(b) to the next business day, in the event the Closing Date falls on a Saturday, Sunday or federally recognized holiday.

3.3 VTSV's Obligations at Closing. At the Closing, VTSV shall deliver to SdS Association each and all of the following:

(a) Purchase Price. The SdS Transfer Parcels Purchase Price as set forth in Section 1.2.

(b) Other Documents. VTSV agrees to execute and deliver to SdS Association all other documents contemplated expressly or impliedly in this Agreement, including a metes and bounds description of the retained property.

3.4 SdS Association's Obligations at Closing. At the Closing, SdS Association shall deliver to VTSV each and all of the following:

(a) Deed. A good and sufficient special warranty deed incorporating the Parcel Survey legal description of the SdS Transfer Parcels as their legal descriptions in such form as will convey to VTSV good and marketable title in fee simple to the SdS Transfer Parcels subject only to:

- (i) taxes and assessments for the year of the Closing, not yet due or payable; and
- (ii) those specific matters of record that are not objected to by VTSV in accordance with Section 2.2.

(b) Other Documents. SdS Association agrees to execute and deliver to VTSV all other documents contemplated expressly or impliedly in this Agreement.

3.5 Escrowed Closing. The parties agree that the Title Company shall serve as escrow agent for the Closing.

At the Closing VTSV shall deliver to the Title Company the SdS Transfer Parcels Purchase Price, a settlement statement signed by VTSV setting forth an accounting of funds to be received and disbursed by the Title Company (the "Settlement Statement"), and all other documents signed by VTSV contemplated herein and/or reasonably requested by the Title Company in connection with the Closing.

At the Closing SdS Association shall deliver to the Title Company all documents of conveyance executed by SdS Association hereunder a settlement statement signed by SdS Association setting forth an accounting of funds to be received and disbursed by the Title Company (the "Settlement Statement"), and all other documents signed by SdS Association contemplated herein and/or reasonably requested by the Title Company in connection with the Closing.

When all requirements in the VTSV Commitment have been fulfilled, the Parcels Survey has been recorded, and the Title Company is unconditionally prepared to issue the VTSV Policy to VTSV in accordance with this Agreement, subject only to specific exceptions contained in the VTSV Commitment not objected to by VTSV, Title Company shall thereupon (a) record the conveyance deeds described above delivered to the Title Company (b) record the Survey, and SdS Transfer Parcels Purchase Price to SdS Association on behalf of VTSV pursuant to the Settlement Statement signed by the Parties.

3.6 Possession. At Closing, SdS Association shall deliver possession of the SdS Transfer Parcels in a neat condition with all personal property, stored items and debris, including rubble (remains of anything broken down or destroyed), rubbish, litter, waste and discarded garbage/refuse/trash, removed therefrom.



3.7 Risk of Loss; Destruction. As of the Closing Date, risk of loss to the SdS Transfer Parcels shall shift from SdS Association to VTSV.

3.8 Taxes and Other Prorated Items. On or before the Closing Date SdS Association shall have paid all taxes, assessments, landowner association fees and other charges relating to its respective properties being conveyed hereunder through the calendar year prior to that of the Closing Date, and such taxes, assessments, fees and other charges relating to such properties for the calendar year of the Closing Date shall be apportioned between VTSV and SdS Association as of the Closing Date based upon information available at the time of the Closing and shall be binding upon the Parties.

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3.9 Closing Expenses. On the Closing Date, VTSV shall pay the recording fees of the conveyance. SdS Association shall be solely responsible for the payment of any and all recording fees for the release of any lien or encumbrance, if any, on such properties being conveyed. VTSV shall be solely responsible for the payment of the following costs:

- (a) pay the recording fees for the Survey;
- (b) the recording fees for the deeds;
- (c) the title commitment;
- (d) the title insurance and all deletions requested by VTSV;
- (e) preparation of the title transfer documents;
- (f) legal fees associated with the preparation of SdS Amendment of the Declarations;
- (g) SdS legal fees associated with the sale of the ROW property;
- (h) all closing costs.

VTSV shall place \$5,000.00 in escrow for the payment of SdS's expenses, including all costs incurred by SdS in this transaction for attorney's fees and related incidental costs. VTSV shall be responsible for any amount in excess of \$5,000.00 owing to SdS for the above expenses and such amount shall be paid to SdS within 30 days of the closing. After payment of SdS's costs, the remaining balance, if any, shall be immediately remitted to VTSV.

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3.10 Designation for Reporting to IRS. The parties agree to take all actions and sign all necessary documentation in order to designate the Title Company as the reporting person responsible for complying with all reporting requirements relating to this real estate transaction pursuant to the Internal Revenue Code and regulations promulgated thereunder.

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#### **ARTICLE 4** **REPRESENTATIONS**

4.1 VTSV's Representations. VTSV represents and warrants to SdS Association on and as of the Effective Date and on and as of the Closing Date that:

(a) Status and Authority of VTSV. VTSV is a municipal corporation, duly organized and in good standing under the laws of the State of New Mexico. The execution and delivery of this Agreement by the signatories hereto on behalf of VTSV and the performance of this Agreement by VTSV have been duly authorized by VTSV. VTSV has the legal capacity and authority to execute, deliver and perform this Agreement.

(b) No Prohibitions. VTSV is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, regulation agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over VTSV or VTSV's properties.

(c) Agreement Enforceable. This Agreement has been duly executed and delivered by VTSV and constitutes a legal, valid and binding obligation of VTSV, enforceable against VTSV in accordance with the terms hereof, except as enforceability hereof may be limited by bankruptcy, insolvency, or reorganization laws or applicable principles of equity.

4.2 SdS Association's Representations. SdS Association represents and warrants to VTSV on and as of the Effective Date and on and as of the Closing Date that:

(a) Status and Authority of SdS Association. SdS Association is a nonprofit corporation duly organized and in good standing under the laws of the State of New Mexico. The execution and delivery of this Agreement by the signatories hereto on behalf of SdS Association and the performance of this Agreement by SdS Association have been duly authorized by SdS Association. SdS Association has the legal capacity and authority to execute, deliver and perform this Agreement.

(b) No Prohibitions. SdS Association is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, regulation agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over SdS Association or SdS Association's properties.

(c) Agreement Enforceable. This Agreement has been duly executed and delivered by SdS Association and constitutes a legal, valid and binding obligation of SdS Association, enforceable against SdS Association in accordance with the terms hereof, except as enforceability hereof may be limited by bankruptcy, insolvency, or reorganization laws or applicable principles of equity.

(d) No Violations. SdS Association represents that, to the best of SdS Association's knowledge, information and belief, there exist no violations of governmental (including zoning, planning and subdivision) rules, regulations or limitations, and no enforceable violations of any restrictions of any restrictive covenant, agreement or condition subject to which the title to the SdS Transfer Parcels is to be conveyed in accordance with the terms of this Agreement.

## **ARTICLE 5**

### **GENERAL PROVISIONS**

5.1 Time is of the Essence. It is mutually agreed that time is of the essence in the performance of this Agreement. Any time period herein calculated by reference to "days" shall mean calendar days; provided, however, that if the final date of performance falls on a Saturday, Sunday, or state or federal - recognized holiday, then such date shall be automatically extended to the next business day.

5.2 Dispute Resolution. In the event of any breach, disagreement or dispute between the Parties arising out of or related to this Agreement, prior to filing any lawsuit against the other, the Parties shall participate in mandatory mediation utilizing the services of a professionally trained attorney-mediator. The identity of mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the Eighth Judicial District Court. Any such mediation shall be held within thirty (30) days of a demand by either party, and the parties shall jointly share the cost of any such mediation.

5.3 If the parties are unable to resolve their dispute or claim in mediation, then the parties agree to jurisdiction and venue in the Eighth Judicial District Court, Taos County, New Mexico for any legal action brought in connection with this Agreement.

5.4 Attorneys' Fees. The prevailing Party, in any action for the breach of this Agreement, or the enforcement thereof, shall recover from the non-prevailing Party the reasonable attorneys' fees and costs incurred by prevailing Party, and such attorneys' fees and costs shall not be deemed special or indirect damages, nor excluded by a "sole and exclusive remedies" provision hereunder.

5.5 Default. If, after written demand, either Party (the "Defaulting Party") fails to perform any obligation under this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by VTSV or SdS Association pursuant to a right to do so expressly provided for herein (except by reason of a default by either Party), the other Party (the "Non-Defaulting Party"), as its sole and exclusive remedy, may either (a) terminate this Agreement by written notice to Defaulting Party and the Title Company, or (b) the Non-Defaulting Party may pursue an action for specific performance and actual and direct damages against the Defaulting Party. In the event of Defaulting Party's default after Closing of any covenant in this Agreement that survives Closing, or under any documents delivered at Closing, which default continues



for more than thirty (30) days after written notice of such default from the Non-Defaulting Party, the Non-Defaulting Party will be entitled to pursue an action for specific performance and actual and direct damages against the Defaulting Party. Notwithstanding the foregoing, under no circumstances may the Non-Defaulting Party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages, all of which the Non-Defaulting Party specifically waives, from the Defaulting Party for any breach by the Defaulting Party or its obligations under this Agreement or of any representation, warranty or covenant of the Defaulting Party hereunder.

5.6 Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the Effective Date and before the Closing Date, this Agreement, at the option of Buyer, may be declared null and void and the earnest money deposit paid by Buyer hereunder plus interest earned thereon shall then be returned to Buyer.

5.7 Authority. The undersigned signatories represent that each has the power and authority to bind their respective entities. Each further agrees to provide upon request such resolutions, certificates or other documentation reasonably required to evidence such power and authority.

5.8 Commissions. Seller agrees to indemnify Buyer and hold Buyer harmless against any and all claims based in whole or in part on any act of Seller for commissions, fees or other compensation made by any real estate broker, agent or salesperson as the result of the sale of the Property contemplated hereunder. Buyer agrees to indemnify Seller and hold Seller harmless against any and all claims based in whole or in part on any act of Buyer for commissions, fees or other compensation made by any real estate broker, agent or salesperson as a result of the purchase of the Property contemplated hereunder.

5.9 Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given and delivered to, and received by, the receiving party when: (a) when hand-delivered; (b) sent by electronic mail or facsimile; (c) one day after deposit with a national overnight courier; or (d) three (3) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid. Any party may change the contact information set forth below upon giving notice thereof to the other party(ies) in accordance herewith.

5.10 Interpretation. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

5.11 Survival of Agreement; Binding Effect. The provisions of this Agreement shall survive the Closing and shall not be merged, extinguished or superseded by the execution or delivery of any document required hereunder including any conveyance or assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

5.12 Entire Agreement; Severability; Modification. This Agreement constitutes the entire agreement between the Parties and any other prior agreements between the Parties, written or oral, are merged herein. If any provisions of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Any modification of this Agreement must be made in writing and must be executed by the Parties.

5.13 Miscellaneous. Each and all of the Recitals set forth at the beginning of this Agreement and each and all of the Exhibits stated herein and attached hereto are hereby incorporated herein by this reference. This Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the Parties, notwithstanding that all Parties are not signatories to the same counterpart. Copies of this instrument, and any and all amendments hereto, which are signed and delivered by each party and produced and/or reproduced by electronic or facsimile transmission, shall be valid and binding upon each signatory Party. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of New Mexico.

VTSV and SdS Association have executed this Agreement as of the Effective Date.

**Village of Taos Ski Valley, a New Mexico  
municipal corporation:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address for Notice:**

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

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

\_\_\_\_\_, Esq.  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

SdS Association

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Address for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_ Esq.

\_\_\_\_\_

Facsimile:

Email:

### EXHIBIT LIST

|           |   |
|-----------|---|
| Exhibit A | SdS Property  |
| Exhibit B | Red Tail Surveying, Inc., for Village of Taos Ski Valley and St. Bernard<br>Expansion III, LLC Ernie Blake Road Re-Alignment, |

**Ernie Blake  
Road**

**Lot 1-A  
Sierra del Sol  
1.472 ACRES±**

### Legend

1. BEARINGS ARE BASED ON A SURVEY PLAT ENTITLED "AMENDED FINAL RIGHT-OF-WAY MAP, O.E. PATTISON SUBDIVISION" BY GANNETT FLEMING WEST, INC., N.L.P.S. #7482, HAVING JOB NO. 28555, FILED AT THE TADOS COUNTY COURTHOUSE ON 11/17/93 IN CABINET C, PAGE 149-A.

2. THE PROPERTY SHOWN AND DESCRIBED HEREON IS MEANT TO REPRESENT THOSE SAME REAL PROPERTIES FORMERLY DESCRIBED IN TWO WARRANTY DEEDS. --

A. "REALTY INVESTORS CORPORATION, MUTUAL BENEFIT INVESTMENT AND LOAN ASSOCIATION, DAVID E. GIBSON III, DOROTHY GIBSON, GRAHAM R. McHARRY AND ERNESTINE McHARRY TO SUCCEED SOI." FILED IN THE TADOS COUNTY COURTHOUSE BY RX A-1128 PG. 114-118 ON FEBRUARY 2, 1973.

B. "REALTY INVESTORS CORPORATION, MUTUAL BENEFIT INVESTMENT AND LOAN ASSOCIATION, GRAHAM MCNARY JR. AND ERNESTINE MCNARY TO SIERRA DEL SOL" FILED FOR RECORD IN THE TAOs COUNTY COURTHOUSE IN BK. A-130, PG. 743-744 ON FEBRUARY 2, 1978.

3. SEE A PLAT OF SURVEY FOR "SIERRA DEL SOL CONDOMINIUM ASSOCIATION" BY KENNEL C. WHISLOW, N.M.P.E. & L.S. NO. 4369, DATED JULY 30, 1971. PERIMETER DATA SHOWN IN PARENTHESES ( ) IS TAKEN DIRECTLY FROM SAID PLAT.

4. SEE A PLAT OF SURVEY FOR "HERTZMARK PARNES REALTY INC." BY KHELM C. WINSLOW, N.M.P.E. & L.S. NO. 4369, DATED NOVEMBER 27, 1975. PERMETER DATA SHOWN IN PARENTHESES ( ) IS TAKEN DIRECTLY FROM SAID PLAT.

5. SEE A RIGHT-OF-WAY EASEMENT "JANNIES H. AND JANE S. PARNIEG TO THINNING COOPERATIVE DOMESTIC WATER AND SEWER ASSOCIATION, INC." FILED FOR RECORD IN THE TADS COUNTY COURTHOUSE IN BK. M-39, PG. 418-417 ON SEPTEMBER 29, 1987.

6. SEE AN EASEMENT "SIERRA DEL SOL TO KIT CARSON ELECTRIC COOP. INC." FILED FOR RECORD IN THE TAOS COUNTY COURTHOUSE IN BK. M-121, PG. 547-551 ON NOVEMBER 23, 1987.

7. SEE A TOPOGRAPHIC SURVEY FOR "TAOS SKI VALLEY" BY RIO GRANDE SURVEYING SERVICE, JAMES D. CROWL, N.M.L.S. NO. 5213, DATED OCT.

8. SEE THE AMENDED DOCUMENTS FOR SIERRA DEL SOL CONDOMINIUMS FILED FOR RECORD IN THE TAO COUNTY COURTHOUSE IN BK. M-50, PG. 6-21

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES HEREON ARE AN ACCURATE DELINEATION OF A FIELD SURVEY COMPLETED BY ME OR UNDER MY DIRECTION ON 08/22/98, AND THAT THE DATA SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I HEREBY CERTIFY THAT THIS PLAT WAS AMENDED ON 02/19/04 TO MORE ACCURATELY SHOW THE BOUNDARIES OF TSV, INC. AND O.E. PATITSON SUBDIVISION AND TO SHOW THE GAP BETWEEN THE TWO BOUNDARIES AS DESCRIBED HEREON. THE PROPERTY DESCRIPTION FOR GAP PROPERTY IS AS SUPPLEMENT TO THIS PLAT.

|  |                                |           |
|--|--------------------------------|-----------|
| County Clark Indexing Information                |                                |           |
| Owners Name:                                     | Sierra del Sol Condominium     |           |
| Address:   | P.O. BOX 84<br>TAOS SKI VALLEY |           |
| Proposed Section:                                | 9                              | 127N R14E |
| C. & H. Johnson, Owners O.E. Patton, Subdivision |                                |           |

AQS LAND SURVEYING  
 CARL STEWART  
 NEW MEXICO LICENSE NO. 11183  
 P.O. BOX 205  
 EL PRADO, NM 87529  
 (505) 731-1108 fax 731-1540

|                    |   |            |  |          |
|--------------------|---|------------|--|----------|
| PLAT OF SURVEY FOR | Sierra del Sol<br>Condominium Association |            | Part of Lot 1, Block 4, D.E. Fortson Subdivision<br>VILLAGE OF TAOS SKI VILLAGE, TAOS COUNTY, NEW MEXICO |          |
| Scale              | Revised By                                | Revised On | Drawn By   | Revised  |
| 0.50" = 100'       | WCT                                       | 06/22/98   | WCT  | 08/01/98 |

W. C. STEWART  
H.M.P.S. No. 11183

N.M.P.S.

Y27N

|  |  |
|--|--|
|  |  |
|--|--|

**87529**

TAOS

CAOS CC

MEXICO

# Exhibit A

VICINITY MAP  
1"=500'

A tract of land within the Antoine Leroux Grant in The Village of Taos Ski Valley, Taos County, New Mexico, shown on the Taos County Property ID Maps within Projected Section 9, Township 27 North, Range 14 East, NMPM; also described as part of Blocks A and G and part of previously platted rights-of-way of the D. E. Pattison Subdivision, and more particularly described as follows:

A tract of land within the Antoine Leroux Grant in The Village of Taos Ski Valley, Taos County, New Mexico, shown on the Taos County Property ID Maps within Projected Section 8, Township 27 North, Range 14 East, N14PM; also described as part of Lot 1, Block A of the O.E. Pattison Subdivision, and more particularly described as follows:

BEGINNING at the NW corner of this tract, a 1/2" rebar set with a cap stamped NMPS 11770, from whence a 1/2" rebar with an aluminum cap stamped LS 1183 found at the former Taos Ski Valley heliport bears N 69° 47' 36" W 2 565.98 ft. distant, thence:

N 71° 16' 12" E, 23.66 ft. to a point, thence:  
An arc distance of 70.98 ft. along a curve concave to the northwest, having a radius of 410.00 ft., through a central angle of 69° 55' 57", the chord of which bears N 64° 31' 00" E, 70.08 ft. to a 1/2" rebar set, thence:  
N 59° 28' 00" E, 28.92 ft. to a 1/2" rebar set, thence:  
N 64° 52' 45" E, 64.25 ft. to a 1/2" rebar set, thence:  
To the south, having a radius of 60.00 ft., through a central angle of 90° 00' 00", the chord of which bears S 75° 26' 34" E, 84.85 ft. to a 1/2" rebar set, thence:  
An arc distance of 121.98 ft. along a curve concave to the northeast, having a radius of 50.00 ft., through a central angle of 77° 39' 07", the chord of which bears S 69° 18' 07" E, 112.85 ft. to a 1/2" rebar set, thence:  
An arc distance of 77.39' 07", the chord of curve concave to the southwest, having a radius of 20.00 ft., through a central angle of 76° 35' 58", the chord of which bears S 69° 49' 13" E, 25.32 ft. to the NE corner of this tract, thence:  
S 29° 32' 46" E, 77.04 ft. to a point from whence a 1/2" rebar with a cap stamped LS 5213 found as a witness corner bears N 45° 55' 55" W, 20.32 ft., distant, thence:  
S 39° 38' 46" E, 180.42 ft. to the SE corner of this tract, a point from whence a 1/2" rebar with a cap stamped LS 5213 found as a witness corner bears S 46° 09' 56" W, 24.89 ft., distant, thence leaving said road limit:  
S 46° 09' 56" W, 198.49 ft. to the SW corner of this tract, a 1/2" rebar set, thence:  
N 45° 31' 00" E, 135.91 ft. to a 1/2" rebar found with a cap stamped LS 72441, thence:  
N 45° 31' 00" E, 47.70 ft. to a 1/2" rebar found with a cap stamped LS 72441, thence:  
N 39° 32' 46" W, 50.47 ft. to a 1/2" rebar found, thence:  
N 51° 23' 35" W, 192.30 ft. to the POINT OF BEGINNING.

This tract contains 2,146 acres (93,481 square feet) more or less, as shown on Red Tali Surveying, Inc. plat no. 2218, entitled Village of Taos Ski Valley, St. Bernard Expansion II & III, L.L.C. Sierra del Sol Condominiums, Ernie Blake Road Re-Alignment, dated 8 January 2018, prepared by Robert A. Watt, NMPS#1770.

Lot 1-A-1, Block G of the O.E. Pattison Subdivision  
Final Consolidation Configuration of St Bernard Expansion II and III, LLC

A tract of land within the Antoine Leroux Grant in The Village of Taos Ski Valley, Taos County, New Mexico, shown on the Taos County Property ID Maps within Projected Section 9, Township 27 North, Range 14 East, N1/4PM, also described as part of Blocks A and G and previously platted rights of way of the O.E. Pattison Subdivision, and more particularly described as follows:

BEGINNING at the westerly corner of this tract, a 1/2" rebar found, from whence a 1/2" rebar with an aluminum cap stamped L.S. 11183 found at the former Taos Ski Valley helped bears N 74° 22' 46" W, 2,710.63 ft. distant, thence;

N 56° 01' 35" E, 88.16 ft. to the northerly corner of this tract, a 1/2" rebar found on the southwesterly limit line.  
Turning Road, thence along said road limit;  
S 37° 16' 02" E, 76.01 ft. to a 1/2" rebar set with a cap stamped MPFS 11770; thence:  
S 37° 58' 04" E, 91.13 ft. to a 1/2" rebar set;  
S 37° 58' 04" E, 91.13 ft. to a 1/2" rebar set, thence:  
S 34° 33' 44" E, 34.92 ft. to the easterly corner of this tract, a 1/2" rebar set, thence leaving said road limit:  
S 34° 33' 44" E, 34.92 ft. to the easterly corner of this tract, a 1/2" rebar set,  
central angle of 51° 25' 07", the chord of which bears S 41° 13' 50" W, 38.77 ft. to the southerly corner of this tract, a 1/2" rebar set;  
An arc distance of 28.44 ft., along a curve concave to the northeast, having a radius of 50.00 ft., through central angle of 32° 35' 03"; the chord of which bears N 46° 45' W, 28.95 ft. to the southerly corner of this tract, a 1/2" rebar set, thence:  
An arc distance of 100.00 ft., along a curve concave to the southwest, having a radius of 100.00 ft., through central angle of 36° 55' 16", the chord of which bears N 62° 07' 35" W, 105.05 ft., to a 1/2" rebar set, thence:  
N 37° 26' 33" E, 89.89 ft. to the POINT OF BEGINNING.

This tract contains 0.336 acre (14,650 sq. ft) more or less, as shown on Red Tail Surveying, Inc. plat no. 2218, entitled Village of Tacos Ski Valley, St. Bernard Expansion II & III, LLC, Sierra del Sol Condominiums, Ernie Blake Road Re-Alignment, dated 8 January 2018, prepared by Robert A. Watt, NMP#11770.

1. This survey is a compilation of information provided or found in a public record. There may be other documents specifying easements, restrictions, covenants or codes that were not provided or are not known at the time of the preparation of this plat.

2. For current zoning information and development standards, contact the Village of Toos Sa Valley Planning and Zoning Department.
3. Bearing and distance information shown in *Roman Triplex* font denotes measurements taken on the ground in preparation of this survey. Bearing and distance information bracketed by parentheses denotes record information from references as shown.

4. The purpose of this survey is to adjust the boundaries of certain lots within Blocks A and G of the O.E. Pelition Subdivision which front on the existing right-of-way of Erie Blake Road, and to vacate a portion of said road, and subsequently to configure the resultant lots in a manner permitting the re-alignment of the right-of-way of Erie Blake Road as shown on sheet 4 of this plat.

5. Where known, only Village of Taos Ski Valley buried utilities have been shown on this plat. Other buried utilities do exist in the vicinity of the subject lands, location of which utilities was not part of the scope of this project. Always call for utility spotting before

excavating.  
V ARCHIVE - EVERYTHING HERE NOW @ ARCHIVED PROJECTS 2210-2295 2218 VTSV ERASE BLANK HD

The Village of Taos Ski Valley Planning and Zoning Department hereby approves this plat and the three new parcels created hereby pursuant to NMSA 1978 Section 3-20-8B(1)(b) and Village of Taos Ski Valley Ordinance 17-30, Section 13, Subsection 11.

CALL  
1-800-811-1181

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
[Printed Name]

\_\_\_\_\_  
[Signature]

The undersigned owners do hereby consent to the resubdivision of the lands shown hereon, and warrant complete and indefeasible title. These lot line adjustments and consolidation are made with the free consent of and in accordance with the desires and wishes of St. Bernard Expansion III LLC.

Jason Hall, President  
Sierra del Sol Condominium Association  
P.O. Box 84  
Taos Ski Valley, NM 87525  
(575) 776-2981

STATE OF NEW MEXICO }  
COUNTY OF TAOS } ss.  
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
\_\_\_\_\_

The undersigned owners do hereby consent to the resubdivision of the lands shown hereon, and warrant complete and indefeasible title. These lot line adjustments and consolidation are made with the free consent of and in accordance with the desires and wishes of St. Bernard Expansion III, LLC.

**Jerome de Bontin, Manager**  
St. Bernard Expansion III, LLC  
c/o Aegis Property Management, LLC  
101 N. Cicero Avenue  
Lincolnwood, IL 60712  
(708) 982-3205

STATE OF NEW MEXICO }  
COUNTY OF TAOS } ss.  
This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Current owners: Village of Taos Ski Valley, Sierra del Sol Condos, and St. Bernard Expansion II and III, LLC  
Protected Section 9, T 27N, R 14E, NMPM

Survey plat prepared for:

Village of Taos Ski Valley,  
L. Bernard Expansion I & II, LLC,  
Sierra del Sol Condominiums,  
Ernie Blake Road Re-Alignment

**Red Tail Surveying, Inc.**  
Complete Land Surveying and  
Earth Information Services  
301-A Hinde Street  
Taos, New Mexico 87571-6654  
575.758.7441  
[www.redtailsurvey.com](http://www.redtailsurvey.com)

excavating.

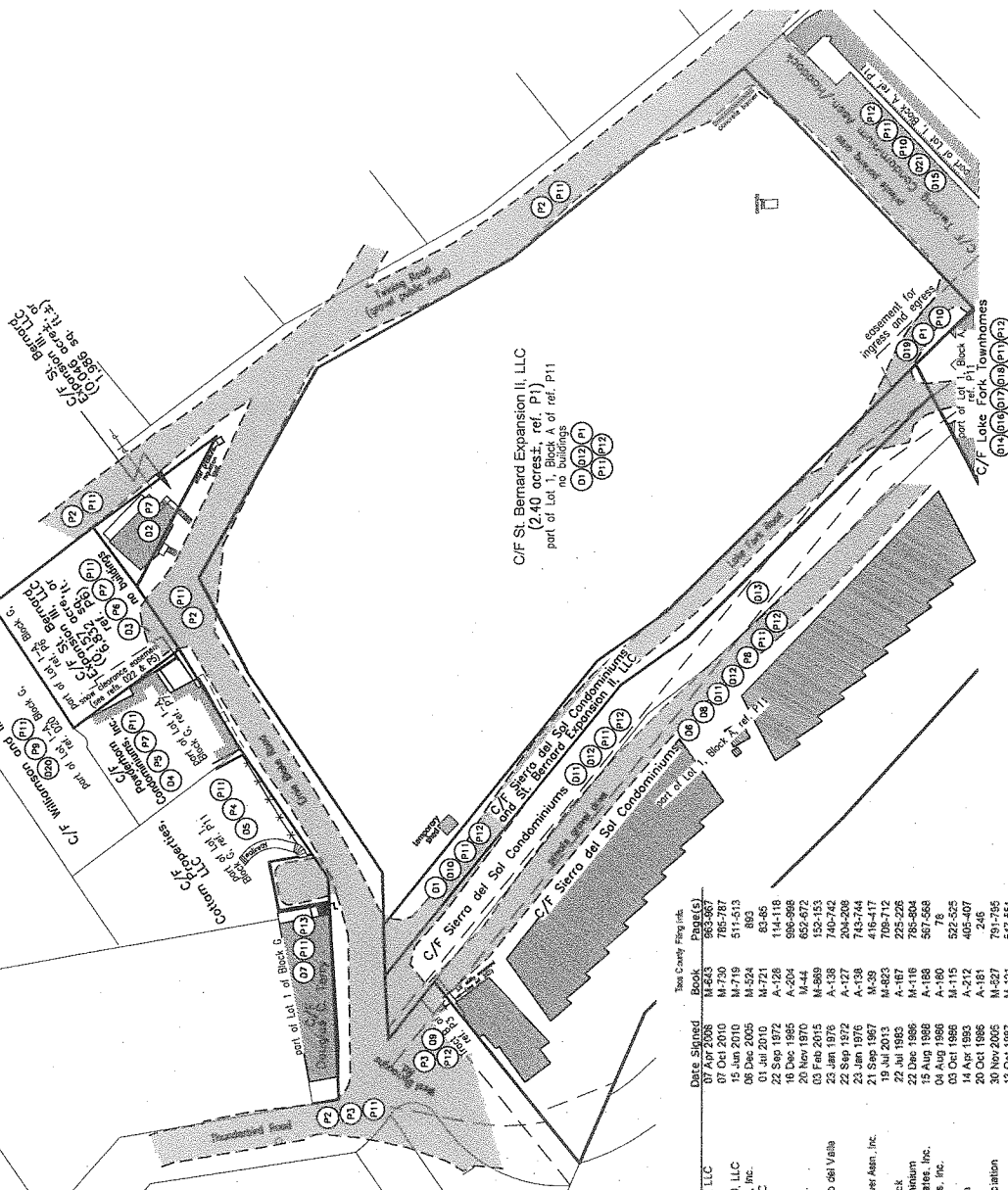
Draftsman: JCMcL

Date: 08 Jan 2018

Job no.

Exhibit B

# Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico



## DOCUMENT REFERENCE

| No. | Document Type             | Owner/Grantor   | Date Signed | Page(s) | Filed in |
|-----|---------------------------|---|-------------|---------|----------|
| D1  | Warranty Deed             | Seven Summits Land Development, LLC to St. Bernard Expansion II, LLC    | 07 Apr 2009 | M-243   | 100      |
| D2  | Warranty Deed             | Tres Caballero, LLC to St. Bernard Expansion II, LLC                    | 07 Oct 2010 | M-730   | 785-787  |
| D3  | Warranty Deed             | Paul M. Hellich and Maureen W. Hellich to St. Bernard Expansion II, LLC | 15 Jun 2010 | M-719   | 511-513  |
| D4  | Special Warranty Deed     | Powderhorn Management Corporation to Powderhorn Condominiums, Inc.      | 08 Dec 2005 | M-524   | 883      |
| D5  | Warranty Deed             | Judith Elin Naumburg Residence Trust to Cottam Properties, LLC          | 01 Jul 2010 | M-721   | 83-85    |
| D6  | Warranty Deed             | Realty Investors Corporation et al. to Sierra del Sol Association       | 22 Sep 1972 | A-128   | 114-118  |
| D7  | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 18 Dec 1985 | A-204   | 886-888  |
| D8  | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 03 Feb 2015 | M-859   | 152-153  |
| D9  | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 23 Jan 1976 | A-138   | 743-744  |
| D10 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 22 Sep 1972 | A-127   | 204-208  |
| D11 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 23 Jan 1976 | A-138   | 743-744  |
| D12 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 21 Sep 1967 | M-38    | 416-417  |
| D13 | Right-of-Way Easement     | Sierra del Sol Association et al. to Sierra del Sol Association         | 19 Jul 2013 | M-823   | 708-712  |
| D14 | Grant of Utility Easement | Sierra del Sol Association et al. to Sierra del Sol Association         | 22 Sep 1972 | A-128   | 114-118  |
| D15 | Declaration of Easement   | Sierra del Sol Association et al. to Sierra del Sol Association         | 22 Sep 1972 | A-128   | 114-118  |
| D16 | Declaration of Easement   | Sierra del Sol Association et al. to Sierra del Sol Association         | 22 Sep 1972 | A-128   | 114-118  |
| D17 | Quitclaim Deed            | Sierra del Sol Association et al. to Sierra del Sol Association         | 03 Feb 2015 | M-859   | 152-153  |
| D18 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 23 Jan 1976 | A-138   | 743-744  |
| D19 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 22 Sep 1972 | A-127   | 204-208  |
| D20 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 23 Jan 1976 | A-138   | 743-744  |
| D21 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 21 Sep 1967 | M-38    | 416-417  |
| D22 | Warranty Deed             | Sierra del Sol Association et al. to Sierra del Sol Association         | 19 Jul 2013 | M-823   | 708-712  |
| D23 | Easement Agreement        | Sierra del Sol Association et al. to Sierra del Sol Association         | 22 Sep 1972 | A-128   | 114-118  |

## PLAT REFERENCE

| No. | Title                               | Surveyor          | Index # | Job No.   | Date        | Arch. Date | Cabinet | Page  |
|-----|-------------------------------------|-------------------|---------|-----------|-------------|------------|---------|-------|
| P1  | Seven Summits Land Development, LLC | Scott B. Crow     | 12441   | 1328-1713 | 23 Jun 2009 | Aug 1983   | C       | 153-B |
| P2  | Antoine Leroux Grant                | Kim C. Sitzer     | 7482    | 28555     | Aug 1983    | Nov 1983   | F       | 34-B  |
| P3  | Antoine Leroux Grant                | Robert A. Wall    | 11770   | 1908      | 20 Oct 2014 | Aug 1983   | F       | 183-B |
| P4  | Antoine Leroux Grant                | Scott B. Crow     | 12441   | L2308 A   | 19 May 2010 | Aug 1983   | E       | 82-A  |
| P5  | Antoine Leroux Grant                | Michael K. Noonan | 6699    | T-1859    | 28 Jun 2005 | Aug 1983   | E       | 16-B  |
| P6  | Antoine Leroux Grant                | A.G. Stewart      | 11183   | 1048      | 12 Jun 2003 | Aug 1983   | E       | 65-B  |
| P7  | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |
| P8  | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |
| P9  | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |
| P10 | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |
| P11 | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |
| P12 | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |
| P13 | Antoine Leroux Grant                | Kenelm C. Windlow | 4399    | 435       | 20 Apr 1988 | Aug 1983   | B       | 14-B  |

## Lot Line Adjustments and Consolidation Sheet 2 of 4 Existing Lots and Rights of Way (Prior to Proposed Conveyances)

Red Tail Surveying, Inc.  
Complete Land Surveying and  
Earth Information Services  
301-A Hyde Street  
Taos, NM 87558-7441  
www.redtailsurvey.com

## RESUBDIVISION SURVEY

Current owners: Village of Taos Ski Valley, Sierra del Sol Condominiums, and St. Bernard Expansion II and III, LLC  
Projected Section 9, T.27N., R.14E., NMPM

Survey plat prepared for:

Village of Taos Ski Valley,  
St. Bernard Expansion II & III, LLC,  
Sierra del Sol Condominiums,  
Ernie Blake Road Re-Alignment

Draftsman: JCWCL Date: 06 Jan 2018 Scale: 1"=50' Job no: 2218

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF TAOS COUNTY, NEW MEXICO, ON 06/11/2018 AT 10:43 AM.



# Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico

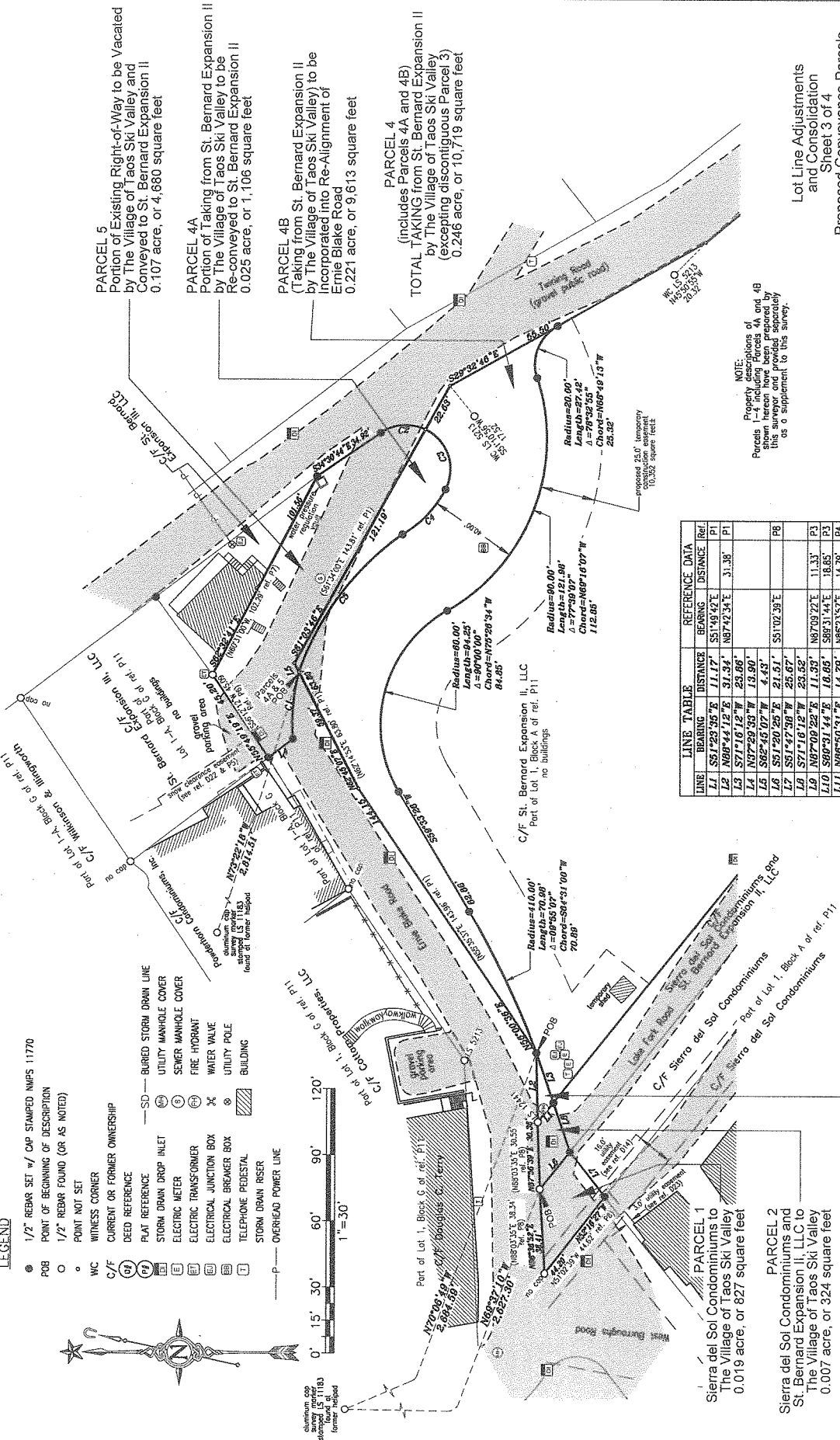
## LEGEND

- 1/2" REBAR SET w/ CAP STAMPED NMP5 11770
- POINT OF BEGINNING OF DESCRIPTION
- 1/2" REBAR FOUND (OR AS NOTED)
- POINT NOT SET
- WC WITNESS CORNER
- C/F CURRENT OR FORMER OWNERSHIP
- DEED REFERENCE
- PLAT REFERENCE
- SD BURIED STORM DRAIN LINE
- UTILITY MANHOLE COVER
- SEWER MANHOLE COVER
- FIRE HYDRANT
- ELECTRIC TRANSFORMER
- ELECTRICAL JUNCTION BOX
- WATER VALVE
- ELECTRICAL BREAKER BOX
- UTILITY POLE
- BUILDING
- STORM DRAIN RISER
- OVERHEAD POWER LINE



0' 15' 30' 60' 90' 120'

1" = 30'



| LINE TABLE |             |          |             | REFERENCE DATA |     |    |  |
|------------|-------------|----------|-------------|----------------|-----|----|--|
| LINE       | BEARING     | DISTANCE | BEARING     | DISTANCE       | REF | PT |  |
| L1         | S51°23'35"E | 11.17'   | S1°48'43"E  | 31.38'         | P1  |    |  |
| L2         | N68°44'12"E | 31.34'   | N67°42'34"E | 31.38'         | P1  |    |  |
| L3         | S71°16'12"E | 23.06'   |             |                |     |    |  |
| L4         | N37°29'53"W | 13.90'   |             |                |     |    |  |
| L5         | S82°45'07"W | 4.43'    |             |                |     |    |  |
| L6         | S51°20'25"E | 21.51'   |             |                |     |    |  |
| L7         | S51°47'59"W | 25.67'   |             |                |     |    |  |
| L8         | S71°16'12"E | 23.52'   |             |                |     |    |  |
| L9         | N67°09'22"E | 11.33'   | N67°09'22"E | 11.33'         | P3  |    |  |
| L10        | S80°31'44"E | 18.86'   | S80°31'44"E | 18.86'         | P3  |    |  |
| L11        | N68°50'31"E | 14.79'   | N65°23'57"E | 14.79'         | P4  |    |  |

| ARC TABLE |         |            |         |
|-----------|---------|------------|---------|
| ARC       | RADIUS  | DELTA      | CHORD   |
| C1        | 100.00' | 17°31'45"  | 30.59'  |
| C2        | 20.00'  | 60°23'11"  | 20.12'  |
| C3        | 50.00'  | 91°05'56"  | 28.65'  |
| C4        | 50.00'  | 32°35'03"  | 28.44'  |
| C5        | 100.00' | 45°50'19"  | 80.00'  |
| C6        | 100.00' | 63°22'04"  | 110.60' |
| C7        | 20.00'  | 151°29'07" | 52.88'  |

I, Robert A. Watt, a New Mexico Registered Professional Surveyor, certify that I conducted and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that this survey meets the Minimum Standards for Surveying in New Mexico. I further certify that this is not a subdivision as defined in the New Mexico Subdivision Act.

Robert A. Watt, NMP5 #11770

Date: 8 January 2018

**RESUBDIVISION SURVEY**

Current owners: Village of Taos Ski Valley, Sierra del Sol Condominiums, and St. Bernard Expansion II and III, LLC

Projected Section 9, T.27N, R.14E, MPN

Survey plat prepared for:

**Village of Taos Ski Valley, St. Bernard Expansion II & III, LLC, Sierra del Sol Condominiums, Ernie Blake Road Re-Alignment**

Red Tail Surveying, Inc.  
Complete Land Surveying and Earth Information Services  
Taos, NM 87568  
575.258.7441  
www.redtailsurveying.com

Beirings of this survey are based on measured geodetic control values post-processed through the National Geodetic Survey (NAD83) and are referred to geodetic north.

BEARING BASE

Property descriptions of Parcels 1-4 including Parcels 4A and 4B are shown here for reference only. This survey and plat provide a supplement to this survey.

NOTE: Parcels 1-4 including Parcels 4A and 4B are shown here for reference only. This survey and plat provide a supplement to this survey.

Lot Line Adjustments and Consolidation Sheet 3 of 4

Proposed Conveyance Parcels

Scale: 1"=30'

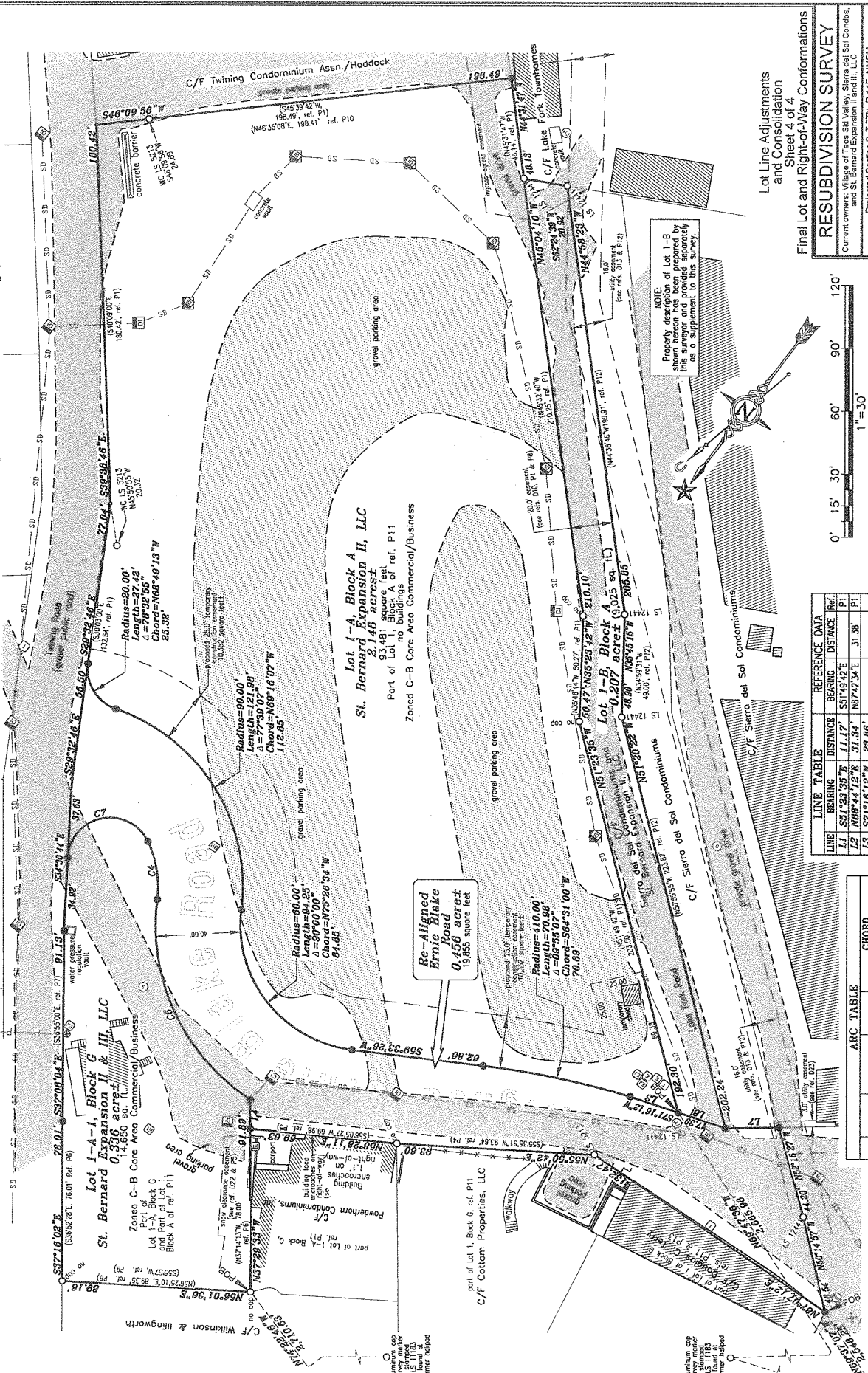
Date: 06 Jan 2018

Job no: 2218

Draftsman: JCMEL

Proof: Robert A. Watt

Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico




| LINE TABLE |             |          | REFERENCE DATA |          |      |
|------------|-------------|----------|----------------|----------|------|
| LINE       | BEARING     | DISTANCE | BEARING        | DISTANCE | Ref. |
| L1         | S37°29'39"E | 11.17'   | S31°43'42"E    |          | P1   |
| L2         | N08°44'12"E | 31.34'   |                |          | P1   |
| L3         | S51°16'12"E | 23.68'   | N07°42'34"E    | 31.38'   |      |
| L4         | N37°29'33"E | 13.90'   |                |          |      |
| L5         | S62°43'07"W | 4.43'    |                |          |      |
| L6         | S51°20'26"E | 25.61'   |                |          | P8   |
| L7         | S51°42'58"W | 21.57'   | S51°02'39"E    |          |      |
| L8         | S71°16'12"E | 23.92'   |                |          |      |
| L9         | N07°09'22"E | 11.33'   | N67°09'22"E    | 11.33'   | P3   |
| L10        | S69°31'44"E | 18.65'   | S69°31'44"E    | 18.65'   | P4   |
| L11        | N06°50'51"E | 14.29'   | N66°50'51"E    | 14.29'   | P4   |

| ARC TABLE |         |               |        | CHORD          |         |
|-----------|---------|---------------|--------|----------------|---------|
| ARC       | RADIUS  | DELTA         | LENGTH |                | BEARING |
|           |         |               | CHORD  | BEARING        |         |
| 100.00'   | 100.00' | 179° 45'      | 30.59' | N65° 02' 45" W | 30.47'  |
| 20.00'    | 20.00'  | 60° 23' 11"   | 21.08' | S04° 41' 00" E | 20.12'  |
| 30.00'    | 30.00'  | 47° 05' 56"   | 31.80' | S71° 25' 25" W | 28.55'  |
| 40.00'    | 40.00'  | 37° 53' 03"   | 42.44' | N46° 44' 05" W | 28.05'  |
| 50.00'    | 50.00'  | 32° 35' 19"   | 52.84' | N46° 44' 05" W | 27.69'  |
| 60.00'    | 60.00'  | 28° 45' 50.0" | 63.00' | N65° 21' 45" W | 77.89'  |
| 70.00'    | 70.00'  | 25° 50' 00"   | 72.90' | S82° 07' 36" E | 105.05' |
| 80.00'    | 80.00'  | 23° 42' 00"   | 82.00' | S41° 31' 50" W | 94.72'  |
| 90.00'    | 90.00'  | 21° 52' 00"   | 90.00' | S41° 31' 50" W | 94.72'  |

Lot Line Adjustments  
and Consolidation  
Sheet 4 of 4  
Final Lot and Right-of-Way Conformations

**RESUBDIVISION SURVEY**  
Current owners, Village of Taos Ski Valley, Sierra del Sol Condos,  
and St. Bernard Expansion II and III, LLC

Projected Section 9, 1 Z/N, R 14E, N10W-M



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575.758.7441  
[www.redtailsurveying.com](http://www.redtailsurveying.com)

|                  |                       |                   |               |              |
|------------------|-----------------------|-------------------|---------------|--------------|
| Draftsman: JCMcL | Proof: Robert A. Watt | Date: 08 Jan 2018 | Scale: 1"=30' | Job no. 2218 |
|------------------|-----------------------|-------------------|---------------|--------------|

NEW ARCADE -- EVERYTHING HERE NOW!> ARCADE PROJECTS 2200-2230 2218 VTSY ENME BLAKE RD. RE-AUGMENTO KANGAROO BATHING (ONG) 2218 VTSY ENME BLAKE RD. DISMAYED 08 MAR 2018 (NG) 1st Served. 3/30/2018 10:43 AM

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to approve Memorandum of Understanding (MOU) and Agreement Regarding Re-Alignment of Ernie Blake Road

**DATE:** April 10, 2018

**PRESENTED BY:** Mark G. Fratrack, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

**CAN THIS ITEM BE RESCHEDULED:** Not Recommended

**BACKGROUND INFORMATION:**

Improvement to Ernie Blake (EB) Road is a public improvement priority. It was understood that Taos Ski Valley, Inc., (TSVI) would design and construct the EB Road improvements. Thunderbird Road connects to EB road and also needs to be improved. These two roads, because of their connectivity, are to be seen as one TIDD construction project. As the Village looked to finalize closing documents which would allow the Village to acquire the needed land for the EB Road re-alignment, one condition was that EB road be constructed within a two-year period. The Village has requested a memorandum of understanding from TSVI under which they will commit to completing the construction within a two-year period, once properties and required easements have been obtained. The Village staff and attorney worked with TSVI management and its attorney to draft an MOU that encompasses the agreement and understanding of the parties.

Note Item “d” in the MOU: TSVI is requesting that the Village either “pay the costs of, or alternatively, issue TSVI credits against future Village development impact fees, if TSVI bears any such costs of installing any new water and sewer lines in Thunderbird Road.” The reasoning for this is that TSVI has indicated that the bid on the project is at the TIDD maximum for these two projects and the water and sewer lines push the amount over the bid amount received. The water and sewer lines do not require to be improved as it pertains to the TSVI’s projects.

**Recommendation:**

Staff recommends Council approve the Memorandum of Understanding and Agreement Regarding Re-Alignment of Ernie Blake Road.

4/6/18

This MOU is still  
undergoing revisions. It  
will be distributed when  
it is available.

AMW

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2018-353 Approving the Budget Adjustment Request (BAR) to Update the Debt Service Payment for the Clean Water State Revolving Fund Interest, Initial Bond Payment Interest, and Transfers to Cover the Payments in the FY2018 Budget**

DATE: April 10, 2018

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its fiscal year 2017-18 budget in July 2017. At that time the Village was still drawing on the grant/loan from the Clean Water State Revolving Fund (CWSRF). Since then the Village has expended the available funds and has been reimbursed for all eligible expenses. The first payment of the loan portion of the funding is due in February 2019; however the CWSRF offered the Village a refinancing option in February 2018. Included in the option to refinance was the payment of interest accrued through that date. Additionally, the bond proceeds which were disbursed to the Village in December 2017 now have the initial interest payment due. This BAR is to accommodate the increase in debt service for these interest payments along with the increased transfers from the Water fund (01) to cover the debt service payments.

RECOMMENDATION: Staff recommends approval of Resolution No. 2018-353 to amend the budget for the FY2018 debt service payment and the transfer to cover this additional expense.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2018-353**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO UPDATE THE DEBT SERVICE PAYMENT FOR THE CLEAN WATER STATE REVOLVING FUND INTEREST, INTIAL BOND PAYMENT INTEREST, AND TRANFERS TO COVER THE PAYMENTS IN THE FY2018 BUDGET**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 10, 2018 proposes to make an adjustment to the Fiscal 2017-18 budget as follows:

| <u>FUND</u>                | <u>ACCOUNT/DESCRIPTION</u>              | <u>AMOUNT</u> |
|----------------------------|---|---------------|
| 42-Debt Service/Sewer Fund | Repayment of CWSRF interest             | \$ 7,914.21   |
| 01-Water/Sewer Fund        | Transfer to Debt service/interest CWSRF | (\$ 7,914.21) |
| 42-Debt Service/Sewer Fund | Bond Payment Interest/Net Revenue       | \$ 416.67     |
| 42-Debt Service/Sewer Fund | Bond Payment Interest/Hold harmless     | \$ 416.67     |
| 01-Water/Sewer Fund        | Transfer to Debt Service/Bond interest  | (\$ 833.34)   |

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on April 10, 2018, it considered adjustments to its budget for the Fiscal Year 2017-2018; and

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meets the requirements as currently determined for Fiscal Year 2017-2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2017-2018 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Christof Brownell, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Ann M. Wooldridge, Village Clerk

VOTE: For \_\_\_\_\_ Against \_\_\_\_\_

Village of Taos Ski Valley  
Village Council  
Agenda Item

AGENDA ITEM TITLE: **Consideration to Approve Resolution No.2018-354 Approving the Budget Adjustment Request (BAR) for Clean Water State Revolving Fund Loan Refinancing Bank Fees and the Deposit for the Waste Water Treatment Plant Membrane System**

DATE: April 10, 2018

PRESENTED BY: Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village submitted its fiscal year 2017-18 budget in July 2017. The Clean Water State Revolving Fund (CWSRF) offered the Village a refinancing option in February 2018 for the Village's 2007 loan. Council approved the refinancing plan in March 2018. Included in the option to refinance was a 2% fee on the outstanding principal balance totaling \$24,184.00.

In addition, the Village budgeted revenue of \$50,000 for capital outlay in FY2018. At the time the budget was submitted, staff was not sure of how much the initial deposit would be to begin the construction of the new membrane system for the WWTP upgrades. The deposit was paid in the amount of \$20,978.00 and was reimbursed to the Village by the State of New Mexico FY2017 Capital Outlay Fund. Staff is now requesting to include the matching expense in the FY2018 budget.

RECOMMENDATION: Staff recommends approval of **Resolution No. 2018-354** Approving the Budget Adjustment Request (BAR) which amends the budget for FY2018 for these additional expenses totaling \$45,162.00.

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2018-354**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2018 BUDGET IN THE SEWER FUND (42) FOR BANK CHARGES TO REFINANCE CWSRF LOAN NO. 1438049 AND THE CAPITAL EXPENSE FOR THE DEPOSIT FOR THE WWTP MEMBRANES**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 10, 2018 proposes to make an adjustment to the Fiscal 2017-18 budget as follows:

| <u>FUND</u>                   | <u>ACCOUNT/DESCRIPTION</u>        | <u>AMOUNT</u>       |
|-------------------------------|-----------------------------------|---------------------|
| 42-Capitol Expense/Sewer Fund | Membrane deposit                  | \$ 20,978.00        |
| 42-Debt Service/Sewer Fund    | Bank Charges/Refinance CWSRF Loan | \$ 24,184.00        |
|                               | <b>TOTAL EXPENSE/BAR</b>          | <b>\$ 45,162.00</b> |

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on April 10, 2018, it considered adjustments to its budget for the Fiscal Year 2017-2018; and

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meets the requirements as currently determined for Fiscal Year 2017-2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2017-2018 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Christof Brownell, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Ann M. Wooldridge, Village Clerk

VOTE: For \_\_\_\_\_ Against \_\_\_\_\_



Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: Consideration to Approve Resolution No. 2018-355 To Approve the Purchase of a MultiHog MX120 Articulating Tractor with Multiple Attachments, and to Increase the Budgeted Transfer from Roads Impact Fees (55) to the Roads Fund (05)**

DATE: April 10, 2018

PRESENTED BY: Ray Keen, Public Works Director and Nancy Grabowski, Finance Director

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not recommended

**BACKGROUND INFORMATION:**

As new development occurs, Village staff sees the need to change some of the Public Works operational practices and procedures that have been used in the past. Snow storage areas are not only temporary, but they are limited in capacity. New improvements in the Core area have brought about increased traffic and safety issues. An increase in density creates a higher risk of damage and liability. Heavy equipment has been needed in the past to get snow clearing done quickly and efficiently. Heavy equipment is still necessary in many circumstances, but different measures could be taken in areas that have limited or restricted access.

The MultiHog serves as a hydraulic pump with the option of attaching multiple tools to do various Public Works duties. Its size and maneuverability make it ideal for tasks that heavy equipment is not suited for. After researching with different municipalities, assessing equipment needs, and investigating the availability of equipment, staff strongly feels that this purchase will benefit the Village for the increasing demands of the future. See attached photos in exhibit A. The attachments and cost of the equipment are listed on the attached Exhibit B.

In the original FY2018 budget, a transfer from Roads Impact Fees (55) to the Roads fund (05) was requested in the amount of \$145,000 to cover the purchase of new equipment. At that time it was unknown when TSVI would pay the balance of impact fees for parcel G. Since the fees have now been paid, with approval of the purchase of the MultiHog, an additional transfer of \$78,500.00 would be required from the Impact Fee fund to cover the difference of the expense.

**STAFF RECOMMENDATION:** Staff recommends approval of Resolution No. 2018-355 To Approve the Purchase of a MultiHog MX120 Articulating Tractor with Multiple Attachments, and to Increase the Budgeted Transfer from Roads Impact Fees (55) to the Roads Fund (05).

**VILLAGE OF TAOS SKI VALLEY  
RESOLUTION NO. 2018-355**

**A RESOLUTION REQUESTING A PERMANENT BUDGET ADJUSTMENT TO THE FY2018 BUDGET FOR AN INCREASED TRANSFER FROM ROAD IMPACT FEE (55) TO THE ROADS FUND (05) TO COVER THE PURCHASE OF CAPITAL EQUIPMENT.**

**WHEREAS**, it is hereby resolved that the Village of Taos Ski Valley having met in a regular meeting on April 10, 2018 proposes to make an adjustment to the Fiscal 2017-18 budget as follows:

| <u>FUND</u>         | <u>ACCOUNT/DESCRIPTION</u>                | <u>AMOUNT</u> |
|---------------------|---|---------------|
| 05- ROADS           | Transfer in to Roads for Capital Purchase | \$78,500.00   |
| 55-ROADS IMPACT FEE | Increase in transfer out to roads fund    | (\$78,500.00) |

**WHEREAS**, at the regular meeting of the Village of Taos Ski Valley Governing body on April 10, 2018, it considered adjustments to its budget for the Fiscal Year 2017-2018; and

**WHEREAS**, said budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meetings for the review of said documents were duly advertised and posted in compliance with the State of New Mexico Open Meetings Act; and

**WHEREAS**, it is the majority opinion of this Council that the proposed budget adjustments meets the requirements as currently determined for Fiscal Year 2017-2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the governing body of the Village of Taos Ski Valley, State of New Mexico hereby approves, authorizes and directs that the Village of Taos Ski Valley budget for Fiscal Year 2017-2018 be amended accordingly.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Christof Brownell, Mayor

(Seal)

ATTEST:

\_\_\_\_\_  
Ann M. Wooldridge, Village Clerk

VOTE: For \_\_\_\_\_ Against \_\_\_\_\_

# MULTIHOOG RANGE MX

Exhibit #



## MX TECHNICAL SPECIFICATION

- Engine: Deutz, diesel, 3.6 litre/220 in<sup>3</sup>
- Power: 100 HP/120 HP
- Emissions class: Tier 4i
- Length: 156 in
- Width: 60 - 65 in
- Height: 85 - 87 in
- Unladen weight: 7,628 lbs
- Gross vehicle weight: 15,432 lbs
- Max. front axle capacity: 7,716 lbs
- Max. rear axle capacity: 9,921 lbs
- Towing capacity: 7,716 lbs
- Load-sensing PTO hydraulics,  
0 - 32 US gpm, up to 5,075 PSI

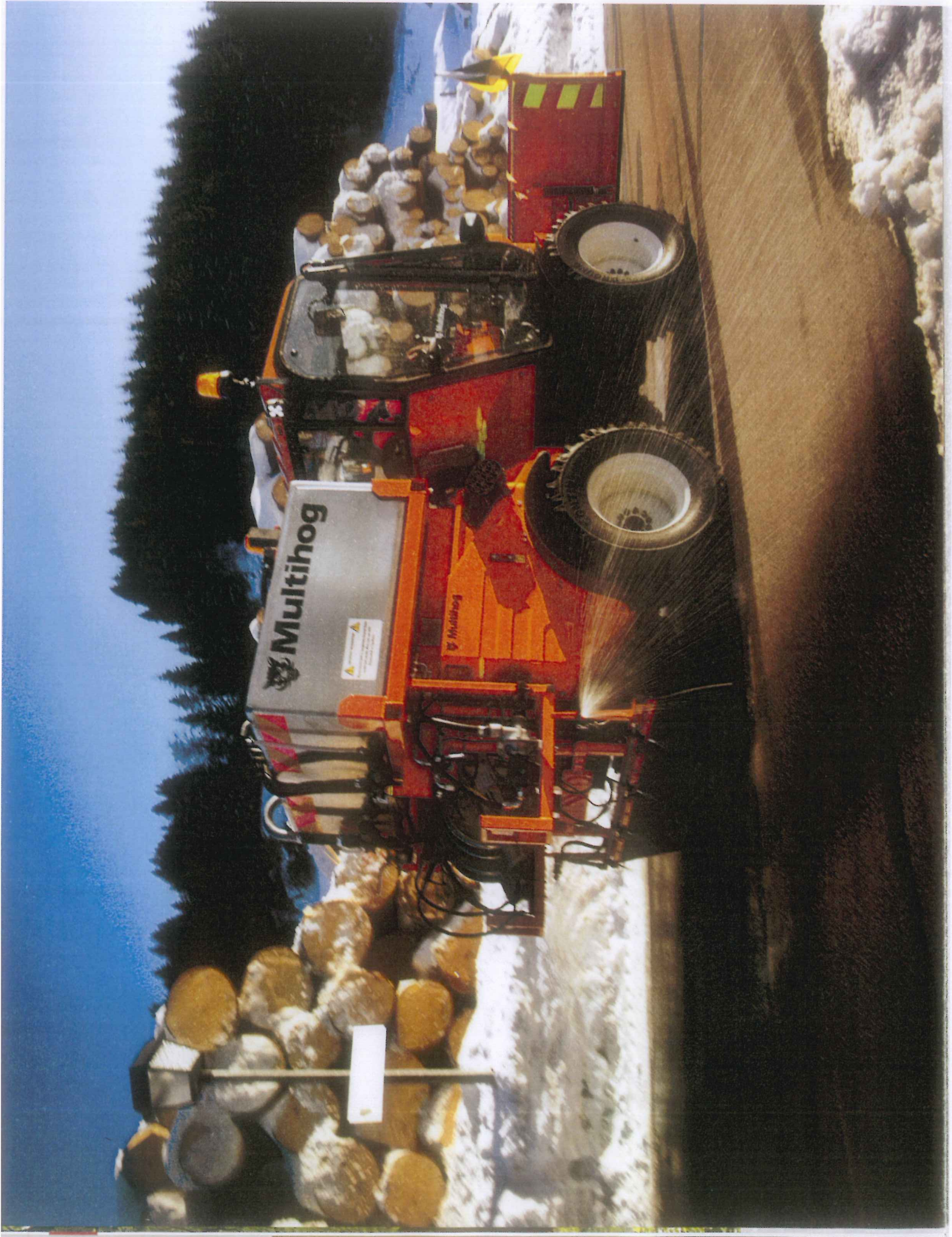
### THE VERSATILE FRONT HITCH PLATE

The front hitch plate is unique in both its strength & ease of use. It is also used across our entire range, so that you can make better use of your attachments no matter which model you have.













## Exhibit B

The Village is a current member of the Houston Galveston Area Council (HGAC) where the MultiHog is listed as an approved item.

Recommendation:

Staff recommendation is to approve the purchase of:

|  |                   |
|--|-------------------|
| MultiHog MX 120 Multi-Purpose Articulated Tractor          | \$151,438.69      |
| MultiHog High Pressure Washer with rear mounted water tank | \$19,780.00       |
| Pronovost PGS-800 Snowblower for MultiHog MX 120           | \$19,850.00       |
| Gravel Spreader  | \$21,450.00       |
| MultiHog Fork Lift Mast Attachment                         | \$8,221.00        |
| Metal Pless PowMaxx Wing Blade                             | \$14,668.00       |
| Total Discounts  | (\$17,470.38)     |
| Freight  | <u>\$5,300.00</u> |
| Grand Total  | \$223,237.31      |