

**SIGNATURE PAGE**

**To**

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT  
INTERGOVERNMENTAL AGREEMENT**

**Dated as of** \_\_\_\_\_

TOWN OF TAOS

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

**SIGNATURE PAGE**

**To**

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT  
INTERGOVERNMENTAL AGREEMENT**

**Dated as of** \_\_\_\_\_

VILLAGE OF TAOS SKI VALLEY

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

**SIGNATURE PAGE**

**To**

**NORTH CENTRAL REGIONAL TRANSIT DISTRICT  
INTERGOVERNMENTAL AGREEMENT**

**Dated as of** \_\_\_\_\_

**PUEBLO OF TESUQUE**

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE:**     **Consideration to Approve Village of Taos Ski Valley Representative and Alternate/s to the North Central Regional Transit District Board**

**DATE:** January 8, 2019

**PRESENTED BY:** John Avila, Village Administrator

**STATUS OF AGENDA ITEM:** Old Business

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

**BACKGROUND INFORMATION:**

North Central Regional Transit District's (NCRTD) mission is to provide safe, secure and effective public transportation in North Central New Mexico in order to enhance the quality of life of our citizens by providing mobility options, and spur economic development throughout the region.

As part of the Village utilizing the RTD services, the Village has adopted a Resolution to Join the NCRTD and a subsequent Agreement to be a Board Member. As part of the Agreement responsibilities, the Village must name a Board Representative and an Alternate that will attend required training and Board meeting.

The Board Member is required to be an elected official of the Village, the alternate may be an elected official or assigned staff member. The first meeting of NRTD Board is scheduled for this Friday January 11, 2018 in Espanola.

**STAFF RECOMMENDATION:** Staff recommends approval of item 12-D. Consideration to Approve North Central Regional Transit District Board Representative and Alternate.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE:** Consideration to Approve Resolution No. 2019-379, A Resolution Concerning Governing Body Meetings and Public Notice Required

**DATE:** January 8, 2019

**PRESENTED BY:** Clerk Ann M. Wooldridge

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:** Required annually by the State of New Mexico, this is the open meetings act that governs when and how meetings will be conducted.

**RECOMMENDATION:** Motion to approve Resolution No. 2019-379 A Resolution Concerning Governing Body Meetings and Public Notice Required.

*-- Providing infrastructure & services to a World Class Ski Resort Community --*



## **VILLAGE OF TAOS SKI VALLEY**

### **RESOLUTION NO. 2019-379**

#### **A RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND PUBLIC NOTICE REQUIRED**

**WHEREAS**, Section 10-15-1(B) of the New Mexico Open Meetings Act, NMSA 1978 as amended, provides that "All meetings of a quorum of Village Council or any board, commission or other policy-making body of any state agency, or any agency or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority or the delegated authority of such board, commission or other policy-making body, are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution or the provisions of the Open Meetings Act"; and,

**WHEREAS**, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, regulation or formal action occurs shall be held only after reasonable notice to the public; and,

**WHEREAS**, Section 10-15-4, NMSA 1978 provides that "Any person violating any of the provisions of Section 10-15-1, NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500) for each offense"; and,

**WHEREAS**, Section 10-15-1(D) of the Open Meetings Act requires the Village of Taos Ski Valley to determine annually what constitutes reasonable notice of its public meetings;

**NOW, THEREFORE BE IT RESOLVED** by the governing body of the Village of Taos Ski Valley, New Mexico that:

1. All meetings shall be held at the Edelweiss Lodge and Spa Club Room at 2 p.m. or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the second Tuesday. The agenda will be available at least seventy-two hours prior to the meeting from the Village Clerk whose office is located at 7 Firehouse Road, second floor, Taos Ski Valley, New Mexico. Notice of any other regular meetings will be given ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. Special meetings may be called by the Mayor or a majority of the Village Council upon three (3) days' notice. The notice shall include an agenda for the meeting or information on how Village Council or the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Village of Taos Ski Valley will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the Village Council upon twenty-four (24) hours' notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.
5. In addition to the regular meetings of the Village there are Briefings and Workshop Meetings at which no Council action will be taken, and are held principally as information and study sessions. When these meetings are scheduled Notice will be provided.

6. The notice requirements of Sections 1, 2, 3, 4 and 5 of this Resolution are complied with if the proposed agenda with the meeting date, time and location is posted at the Village's offices at Taos Ski Valley Firehouse, 7 Firehouse Road and outside the Village office in the announcement case, at the Village post office, Box Canyon, and at four other public places within the Village, as provided by Section 3-1-2 NMSA 1978, and on the Village's web site. Revised agendas may be posted up to seventy-two (72) hours prior to the meeting. In addition, written notice of such meetings shall be mailed or hand delivered to federally licensed broadcast stations and newspapers of general circulation which have provided a written request for such notice.
7. Notwithstanding any other provisions of Sections 1 through 6 of this Resolution, the Mayor or Village Council may establish such additional notice requirements as may be deemed proper and advisable to comply with the provisions of the Open Meetings Act.
8. If any meeting is closed pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA 1978, such closed meetings called by the Mayor or Village Council shall not be held until public notice, appropriate under the circumstances, and in compliance with Sections 1 through 6 of this Resolution, has been given. In addition, such notice shall state the exclusion or exclusions in Section 10-15-1, Subsection H, NMSA 1978 of the Open Meetings Act, under which such closed meeting is permitted.

**PASSED, ADOPTED AND APPROVED** this 8<sup>th</sup> day of January, 2019

**THE VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

Vote: For \_\_\_\_\_ Against \_\_\_\_\_



**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2019-380 A Resolution Confirming the Continuation of Municipal Elections to be Conducted on Municipal Officer Election Day in March of Even-Numbered Years**

DATE: January 8, 2019

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

The NM legislature passed House Bill 98 in 2018 which changed the NM State Statutes for election codes for municipalities. As a municipality, the Village of Taos Ski Valley must now make a choice to either: (A) Opt-in to the Local Election Act and pass an Ordinance to have the Taos County Clerk run the municipal elections in the fall of odd-numbered years, and either shorten or lengthen the terms of office of elected officials with terms ending in 2020, or (B) Opt-out and pass a Resolution to run the municipal elections locally in March of even-numbered years.

After discussion and direction from Council at the December 11, 2018 meeting, this Resolution is being presented for adoption. The NMML Election Committee recommended taking this step to make sure that each municipality had considered the options and taken some action. **Resolution 2019-380** will be submitted to the NM Secretary of State's office for the Village of Taos Ski Valley to be on record as continuing to conduct Municipal Elections in March of even-numbered years.

**RECOMMENDATION:** Staff recommends a motion to approve **Resolution No. 2019-380** A Resolution Confirming the Continuation of Municipal Elections to be Conducted on Municipal Officer Election Day in March of Even-Numbered Years



**VILLAGE OF TAOS SKI VALLEY**

**RESOLUTION NO. 2019-380**

**A RESOLUTION CONFIRMING THE CONTINUATION OF MUNICIPAL ELECTIONS  
TO BE CONDUCTED ON MUNICIPAL OFFICER ELECTION DAY IN MARCH OF  
EVEN NUMBERED YEARS**

**WHEREAS:** on July 1, 2018, the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978 establishing the Municipal Officer Election Day on the first Tuesday in March of even numbered years; and

**WHEREAS:** the Local Election Act provides the option for each municipality to determine if its elective officers shall be elected at the Regular Local Election on the first Tuesday after the first Monday in November of odd numbered years or at Municipal Officer Election Day on the first Tuesday of March of even number years; and

**WHEREAS:** the Village of Taos Ski Valley has considered the issues related to selecting an election day, including the uniformity of procedure and convenience for the voters.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
VILLAGE OF TAOS SKI VALLEY, NEW MEXICO:**

**Section 1.** The Village of Taos Ski Valley selects to elect its municipal officers at the Municipal Officer Election Day, the first Tuesday in March of even numbered years.

**Section 2.** The Municipal Clerk shall conduct the Municipal Officer Elections for the Village of Taos Ski Valley utilizing the appropriate statutes and New Mexico Administrative Code (NMAC) rules.

ADOPTED THIS 8th DAY OF JANUARY, 2019

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Mayor Christof Brownell

ATTEST:

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Ann M. Wooldridge, Municipal Clerk  
(SEAL)

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE: Consideration to Adopt Village Holiday Schedule**

**DATE:** January 8, 2019

**PRESENTED BY:** Nancy Grabowski, Finance Director

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

The Village's Personnel Policy, approved and adopted by Village Council, identifies the legal holidays for employees of the Village of Taos Ski Valley. It would be beneficial to identify and designate the observed holidays for 2019.

<u>Holiday</u>	<u>Actual Holiday</u>	<u>Observed Holiday</u>	
New Year's Day	Tuesday, January 1, 2019	Tuesday, January 1, 2019	
Memorial Day	Monday, May 27, 2019	Monday, May 27, 2019	
Independence Day	Thursday, July 4, 2019	Thursday, July 4, 2019	
Labor Day	Monday, September 2, 2019	Monday, September 2, 2019	
Columbus Day/	Monday, October 14, 2019	Monday, October 14, 2019	
Indigenous Peoples' Day			
Veterans Day	Monday, November 11, 2019	Monday, November 11, 2019	
Thanksgiving Day	Thursday, November 28, 2019	Thursday, November 28, 2019	
Friday after Thanksgiving	Friday, November 29, 2019	Friday, November 29, 2019	
in lieu of President's Day			
Christmas Eve	Tuesday, December 24, 2019	Tuesday, December 24, 2019	
Christmas	Wednesday, December 25, 2019	Wednesday, December 25, 2019	
Personal Holiday to be used			
at the employee's discretion			
in lieu of MLK Day			

**RECOMMENDATION:** Staff recommends Approval and Adoption of the Village Holiday Schedule.

Village of Taos Ski Valley  
Village Council  
Agenda Item

**AGENDA ITEM TITLE: Consideration to Approve Selection of a Fire Alarm Installation Company for the new Village Hall Apartments**

DATE: January 8, 2019

PRESENTED BY: Rich Willson, Project Manager

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:**

The Future Apartments at the Village Hall site were operated as an R-1 Hotel when the Village purchased the property. The primary difference between R-1 Hotels and R-2 Apartments is the length of time a person occupies a sleeping or dwelling unit. R-1 is less than 30 days, R-2 is more than 30 days. The IBC requires a permit whenever a building is altered, added on to or the use / occupancy changes.

The occupancy of the building is changing from R-1 to R-2. The Village is required to apply for a permit to change occupancy. The purpose for this is to bring existing buildings up to some level of code compliance. A change of occupancy is governed by the Existing Building Code. A sprinkler system is required. However, for buildings undergoing alterations, there is an exception to the sprinkler requirement when the municipal water supply is insufficient to supply water for the sprinkler system.

Jalmar Bowden and I met with the General Construction Bureau Chief to ask for consideration that there is no municipal water supply in Amizette. In the end, the Bureau Chief accepted a Fire and Smoke Alarm System to protect life safety.

Bids were requested. The Village received 3 bids ranging from \$20,000 to \$48,000. Alarm Control Technologies, Inc. (ACT) was the low bidder. ACT successfully installed a Fire / Smoke Alarm in the Austing Haus Remodel in late 2017 early 2018.

**RECOMMENDATION:** Staff recommends approval for selection of Alarm Control Technologies, Inc. as the Fire Alarm Installation Company for the new Village Hall Apartments.



**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE:** Consideration to Approve a Memorandum of Understanding and Agreement for a License for Day Skier Parking by TSVI on Ocean Boulevard on the Village's WWTP/Townsite Property

**DATE:** January 8, 2019

**PRESENTED BY:** John Avila, Village Administrator

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

This MOU is for a licensing agreement for vehicle parking along the 33-foot easement granted at the December 11, 2018 Council meeting. TSVI would be allowed to utilize the additional space along the 33-foot easement at various locations (see site map) for overflow parking during TSVI ski season busy periods. The parking is not to interfere with any additional Village facilities on the property

**RECOMMENDATION:** Staff recommends Approval of a Memorandum of Understanding and Agreement for a License for Day Skier Parking by TSVI on Ocean Boulevard on the Village's WWTP/Townsite Property



## MEMORANDUM OF UNDERSTANDING AND AGREEMENT

### [For a License for Day Skier Parking by TSVI on Ocean Boulevard on Village's WWTP/Townsite Property]

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("MOU/Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") between the VILLAGE OF TAOS SKI VALLEY, an incorporated New Mexico municipal corporation (the "Village"), and TAOS SKI VALLEY, INC., a New Mexico corporation ("TSVI"). The Village and TSVI are collectively referred to hereinafter as "the Parties." This MOU/Agreement is entered into by the Parties for the purpose of defining the rights and extent of licensed day skier parking use by TSVI and the day skier public on shoulder areas on either side of the 33-foot wide Ocean Boulevard road crossing the real property of the Village known as the Waste Water Treatment Plant Townsite Act Property (Parcel 1).

#### Recitals

A. WHEREAS, the Village is the owner in fee from the United States Forest Service of 4.91 acres of real property through the Townsite Act land transfer process under a Quitclaim Deed recorded in Book \_\_\_\_, Page \_\_\_\_, records of Taos County, New Mexico ("WWTP/Townsite Property"). The Forest Service has reserved a 33-foot wide road easement for ingress and egress over and through this WWTP/Townsite Property (Parcel 1). The Village has granted a 33-foot road access easement to TSVI and TSVI's day skier public to and from its Taos Ski Valley Resort facilities and TSVI's skier parking lots therefor to and from public road State Highway by the "Road Easement Grant" recorded in Book \_\_\_\_, Page \_\_\_\_, on \_\_\_\_\_, 2019 as Document # \_\_\_\_\_) (Exhibit 1); and,

B. WHEREAS, the WWTP/Townsite Property of the Village and the Ocean Boulevard 33-foot wide road easement grant area thereon, and the day skier shoulder parking areas on each side are all as described on Exhibit 2 hereto (Boundary Survey Plat "Exhibit Sketch" by Red Tail Surveying, Inc., dated November 27, 2018, attached and incorporated); and,

C. WHEREAS, the Village's wastewater treatment plant facility ("WWTP") has been situated on the Townsite Property since its construction in 1976. The Village owns and operates the facility under terms expressed in a Special Use Permit issued by the United States Department of Agriculture to the Village dated April 1, 2002. The WWTP is scheduled to undergo significant structural and operational improvements through 2018 and 2019 that are directed at increasing its capacity to serve the Village of Taos Ski Valley community. The Village has secured public financing specifically for this purpose; and,

D. WHEREAS, in addition to the continued operation, maintenance and improvement of the WWTP, the Village's acquisition of the WWTP/Townsite Property is intended to provide the Village with additional real property by which the Village can expand its ability and capacity to serve the public with future structural and infrastructural improvements. Future uses of the WWTP/Townsite Property presently contemplated include solid waste collection, construction of a fire station / public safety building, recycling facilities, and other similar improvements; and,

E. WHEREAS, TSVI is the long-standing ski resort permittee under a Special Use Permit effective through June 5, 2054. The terms of the Special Use Permit authorize TSVI to operate a commercial ski area on real property situated adjacent to the existing municipal boundaries of the Village. The WWTP/Townsite Property lies within TSVI's Special Use Permit area. Ocean Boulevard passes through the WWTP/Townsite Property providing road access for TSVI, and to the skiing public, and to the Village itself, to TSVI ski facilities, day skier parking lots and the Village's own facilities, to and from State Highway 150. As part of its ski area operations, TSVI has traditionally used the WWTP/Townsite Property in years past for occasional parking of day skier customer vehicles and occasionally, temporary parking of TSVI's own vehicles and equipment, including day skier shuttle trailers, particularly to accommodate overflow parking on heavy skier days during the winter ski season; and,

F. WHEREAS, the Parties, in executing this MOU/Agreement, seek to recognize each Party's needs and continued shared use of the Townsite Property in order to allow the Village to expand its operations for increased public service and benefit and to accommodate TSVI's need for occasional day skier parking and parking of related equipment (day skier shuttle trailers).

### **Terms of Day Skier Parking License**

NOW, THEREFORE, the Parties agree, covenant and license as follows:

1. The Village hereby grants to TSVI a License for day skier parking use on the shoulders on both sides of the 33-foot wide Ocean Boulevard crossing through the Village's WWTP/Townsite Property subject to the following terms and conditions.

2. The Village shall have priority of use of the WWTP/Townsite Property itself in order to enable the Village to continue the operation, maintenance and expansion of the WWTP and to enable the Village to construct such other structures and infrastructure necessary for expanded and improved service to the public.

3. TSVI may continue to use, and the Village hereby grants to TSVI, a day skier parking use license for use of the Village's WWTP/Townsite Property in manners consistent with its previous uses for day skier parking on the shoulders of Ocean Boulevard. Specifically, TSVI is



licensed to direct overflow skier parking onto the WWTP/Townsite Property shoulder areas on either side of the 33-foot road surface area on Ocean Boulevard on the WWTP/Townsite Property, all as shown and described on attached Exhibit 2 hereto, at times necessary to accommodate skiers and visitors. Typically, overflow day skier parking on the Village's WWTP/Townsite Property has been necessary during Christmas holiday and spring break, as well as during other times or days that randomly occur throughout the ski season. Overflow skier parking shall be situated in designated "hatched" areas along the existing roadway situated on the WWTP/Townsite Property (Parcel 1) as depicted on Exhibit 2 hereto.

4. So long as TSVI coordinates with the Village, TSVI may also park its skier shuttle trailers on this designated WWTP/Townsite Property hatched shoulder areas throughout the ski season.

5. TSVI shall not allow the parking of day skiers or TSVI vehicles and equipment in any manner that blocks, restricts access or otherwise impedes or interferes with the Village's operation, use, maintenance and expansion of the WWTP or impedes or interferes with the Village's removal and placement of solid waste containers. TSVI shall not impede or interfere with the Village's future expansion on and uses of the WWTP/Townsite Property, including the construction and installation of any structures, infrastructure and facilities on the WWTP/Townsite Property or the day skier parking areas on the shoulders of Ocean Boulevard.

6. During those occasions of overflow parking usage by TSVI as described in paragraph 3 above, TSVI, unless necessitated by its ordinary and regular municipal, operations, will undertake its best efforts not to park its own vehicles and equipment on the WWTP/Townsite Property or otherwise interfere with TSVI skier parking on such occasions.

7. Consideration for Day Skier Parking License. In consideration for this day skier parking licensed shared use, TSVI will snow plow and maintain the parking shoulder areas along Ocean Boulevard for such day skier parking uses at its expense, during the ski season.

8. Nothing in this Agreement shall be interpreted as constituting a waiver, by the Village, whether express or implied, of the sovereign immunity of the Village, or as a waiver of the Village's immunities and protections provided for under the New Mexico Tort Claims Act, HMSA 1978 Section 41-4-1, et seq., or New Mexico law generally.

9. TSVI will maintain its commercial liability insurance and name the Village as an "additional insured" with respect to any third party liability claims by day skiers parking on the subject Ocean Boulevard shoulder areas or generally within Parcel 1 as depicted in the Survey, Exhibit 2, and TSVI will otherwise indemnify and hold the Village harmless from any liability arising out of such claims asserted against the Village that are the result of the negligent acts or

omission of TSVI or its agents and employees, and that are not the result of any negligent act or omission of the Village or its employees.

10. Severability; Exception. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this MOU and Agreement shall remain in full force and effect.

11. Binding Effect. The terms of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

12. Applicable Law. It is expressly understood and agreed that this MOU and Agreement and all questions arising hereunder shall be construed according to the laws of the State of New Mexico.

13. Counterparts / Agreement to be Recorded in Taos County. This MOU/Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the Parties but all of which taken together constitute a single instrument. This MOU/Agreement may also be recorded in the records of Taos County, New Mexico.

14. Further Assurances. Without additional consideration, the Parties will sign, acknowledge and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by the other, to carry out the intent and purpose of this Agreement.

15. Termination. Either party may terminate this Agreement with 60-days' written notice delivered to the other party of intent to terminate. However, in order that termination of this Agreement does not adversely affect an impending ski season (defined herein as December 1 through April 1), if said 60-day notice is delivered any time between the dates of October 1 (being 60 days prior to December 1) through the following February 1 (being 60 days prior to April 1) of any two successive calendar years, termination shall not become effective until April 1<sup>st</sup> following delivery of notice of intent to terminate.

16. Remedies. Either Party may institute legal proceedings in the Taos County District Court (8th Judicial District Court, State of New Mexico), as may be necessary to compel specific performance and/or for damages for breach of any and all obligations of the Parties hereunder, with the prevailing party being entitled to receive its reasonable attorneys' fees and costs from the non-prevailing party.



IN WITNESS WHEREOF, the Village has caused this MOU/Agreement to be executed in its corporate name and the seal of the Village affixed and attested by its duly authorized officers, and TSVI has executed this MOU/Agreement in its respective corporate name and, as applicable, attested by its respective duly authorized officers.

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

VILLAGE OF TAOS SKI VALLEY, NEW MEXICO  
A New Mexico Municipal Corporation

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

**Acknowledgement**

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

)ss.

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

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2019, by Christof Brownell, Mayor of the Village of Taos Ski Valley, an incorporated New Mexico municipality.

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

My commission expires:

\_\_\_\_\_

[SEAL]

ATTEST:

\_\_\_\_\_  
Ann Wooldridge, Village Clerk

Per Resolution of Council \_\_\_\_\_

TAOS SKI VALLEY, INC.,  
A New Mexico Corporation

By: \_\_\_\_\_  
David Norden  
Its CEO

STATE OF NEW MEXICO     )  
                                      )ss.  
COUNTY OF TAOS         )

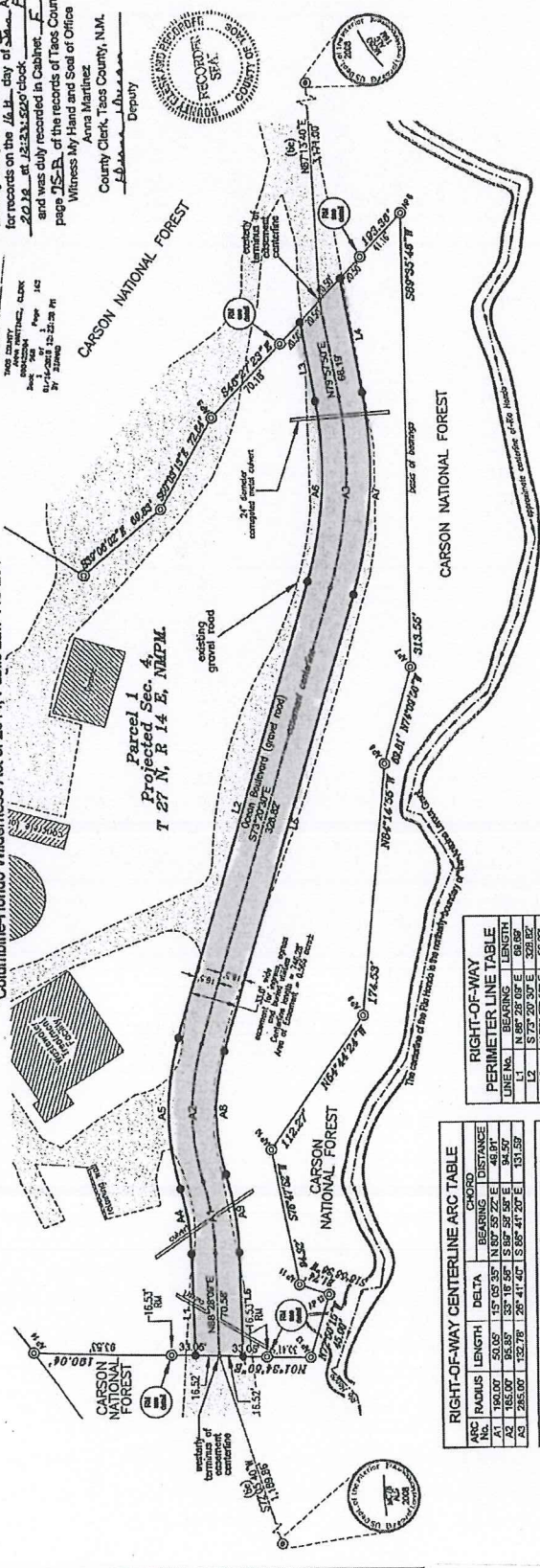
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by David Norden, CEO of Taos Ski Valley, Inc.

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

My commission expires:  
\_\_\_\_\_

# EASEMENT SURVEY PLAT, within Parcel #1 in projected Section 4, Township 27 North, Range 14 East, NMMP, in the Village of Taos Ski Valley, Taos County, New Mexico "Columbine-Hondo Wilderness Act of 2014, Public Law 113-291"

COUNTY OF TAOS  
 STATE OF NEW MEXICO ) SS  
 I hereby certify that this instrument was filed for records on the 14th day of March, A.D. 2018, at 12:33:33 PM clock, and was duly recorded in Case No. F-2018-00000 of the records of Taos County page 25-B, of the records of Taos County. Witness My Hand and Seal of Office  
 Anna Martinez  
 County Clerk, Taos County, N.M.  
 Deputy



**RIGHT-OF-WAY CENTERLINE ARC TABLE**

ARC NO.	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
A1	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'
A2	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'
A3	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'
A4	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'

**RIGHT-OF-WAY PERIMETER ARC TABLE**

ARC NO.	RADIUS	LENGTH	DELTA	BEARING	DISTANCE
A1	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'
A2	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'
A3	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'
A4	170.00'	50.00'	15° 00' 00" E	15° 00' 00" E	50.00'

**RIGHT-OF-WAY PERIMETER LINE TABLE**

LINE NO.	BEARING	LENGTH
L1	N 89° 28' 09" E	68.69'
L2	S 72° 20' 30" E	528.82'
L3	N 72° 57' 50" E	528.82'
L4	S 89° 28' 09" W	71.45'

## REFERENCE MARKER MONUMENT DETAILS

**Northwesterly Reference Marker**  
 15.52' to Easement Corner  
 3" aluminum cap  
 on 3" aluminum pipe  
 30° 30' 00" N  
 105° 52' 42.57" W  
 N 230272.56  
 E 187176.31

**Southeasterly Reference Marker**  
 20.57' to Easement Corner  
 3" aluminum cap  
 on 3" aluminum pipe  
 30° 30' 00" S  
 105° 52' 42.57" W  
 N 230272.56  
 E 187176.31

**BEARING BASE**  
 Bearings of this survey are based on measured bearings of the Carson National Forest boundary line (GNSS), and are related to geographic north. Coordinates are based on NAD83 (2011). Epoch 2010, and data are referred to 1983 datum.

**EASEMENT SURVEY**  
 Current owner: United States Forest Service  
 Projected Section 4, T. 27 N. R. 14 E. NMMP  
 Survey plot prepared for:  
 Easement within Parcel 1,  
 Projected Section 4,  
 Township 27 North, Range 13 East,  
 NMMP

**REFERENCE DOCUMENTS**

Surveyor	NMPS #	Job No.	Date	Amend.	Doc.	Page
W.H.C. Galloway	11770	---	25 Apr 2010	---	USDA-BLM Records	38-8
Robert A. Watt	11770	1594.06	31 Jul 1950	---	A-48	443-446
---	---	---	28 Jun 1988	---	Gov. Records	---
---	---	---	07 May 2013	---	Carson National Forest	66-8
---	---	---	23 Apr 2015	---	Surveyor's Office	---
---	---	---	04 Apr 2002	---	Surveyor's Office	---

**Purpose of Survey**  
 The purpose of this survey is to identify an easement through Parcel 1, projected Sec. 4, T. 27 N. R. 14 E. NMMP, which easement is 33 ft. wide, 16.5 ft. each side of centerline.

- LEGEND**
- 1/2" BEAR SET w/ CAP STAMPED NMPS 11770
  - 3-1/4" ALUMINUM CAP MONUMENT FOUND
  - 3-1/4" ALUMINUM CAP MONUMENT
  - STAMPED NMPS 11770, 2016
  - WATERCOURSE FLOWLINE
  - RM REFERENCE MARKER
  - AP ANGLE POINT
  - POINT NOT SET

**U.S. DEPARTMENT OF AGRICULTURE  
 FOREST SERVICE**  
 SOUTHWESTERN DIVISION CARSON NATIONAL FOREST  
 I have reviewed this Easement Survey Plat.  
 SURVEYOR:  
 Robert A. Watt  
 NMPS 11770  
 DATE:  
 11/2/2018

I, Robert A. Watt, a New Mexico Registered Professional Surveyor, certify that I am duly licensed and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that I am a duly licensed Professional Surveyor in the State of New Mexico, and that I am a duly licensed Professional Surveyor in the State of New Mexico, and that I am a duly licensed Professional Surveyor in the State of New Mexico.

Robert A. Watt NMPS #11770  
 Date: 07 Nov 2017

EXHIBIT A

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