



**VILLAGE COUNCIL SPECIAL MEETING  
VIA ZOOM TELECONFERENCE  
TAOS SKI VALLEY, NEW MEXICO  
MONDAY, OCTOBER 21, 2024 5:30 P.M.**

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- 1. CALL TO ORDER AND NOTICE OF MEETING**
- 2. ROLL CALL**
- 3. APPROVAL OF THE AGENDA**
- 4. NEW BUSINESS**
- 5. A. To Approve a License to Install, Complete, Operate and Maintain a Private Water Line within the Public Right of Way by Michael and Ana Hettinga at 115 Emma Lane (Lot 6, Block 3, Re-platted, in Amizette)**
- 6. ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL**
- 7. ADJOURNMENT**

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

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**AGENDA ITEM TITLE:** Consideration to Approve a License to Install, Complete, Operate, and Maintain a Private Water Line within a Public Right of Way to Michael and Ana Hettinga

**DATE:** October 21, 2024

**PRESENTED BY:** Tom Wittman and John Appel

**STATUS OF AGENDA ITEM:** New Business

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

**BACKGROUND INFORMATION:**

Michael and Ana Hettinga are attempting to provide water to their lot at 115 Emma Lane (Lot 6, Block 3, Re-platted) from an existing well that has an extension line to the East of Emma Road. They have met all the requirements to begin construction of this water line to include a license to Install Agreement negotiated with the Village Attorney.

**RECOMMENDATION:** Staff recommends Consideration to Approve a License to Install, Complete, Operate, and Maintain a Private Water Line within a Public Right of Way to Michael and Ana Hettinga

equipment including the water and electric lines, with said maintenance and/or repairs having been agreed to in advance by all parties, or as required in an emergency. In the event of Paragraph 13, If no well sharing exists any longer, the easement will be considered abandoned.

4. Electrical Metering. A main electric meter shall be installed at the well house to monitor shared electricity billings, which shall be paid proportionately to metered individual water usage by the Well users.

5. Water Metering. A single water meter for total diversion from the well, and the monthly reading and reporting of same to the State Engineer under current Taos County regulations, and the same reporting to the Village of TSV, shall be required of this Well. The Owners of each Lot shall perform this monthly reading obligation in alternating two-year terms. Additionally, there shall be separate meters installed to measure each Lot's water usage. The separate water distribution lines running between the main water supply line, and each Lot's individual meter shall always be maintained in a good and functional state of repair by the benefitted Lot Owner. A shut off valve shall be installed on each distribution line at the point where it is connected to the main water supply line.

6. Maintenance and Repair. As shared expenses, the Owner of each Lot herein shall equally and promptly pay one-half (1/2) of any common maintenance, repair, and/or replacement costs not covered by warranties and/or insurance, for anything required to be done with the common water line running from the well to the point where the main water line splits into private lines, or with the main electric line running from the transformer to the well. These two lines will be buried within the common utility easement described in Paragraph 3. If a third well share is allowed, then these costs will be divided by 1/3 each. This cost sharing further includes all other common infrastructure within the well itself and the wellhouse.

6.1 The owner of each lot herein shall be responsible for any maintenance, repair, and replacement costs not covered by warranties and/or insurance for any well-related apparatus or utility lines specific to their lot only. However, if any line or apparatus specific to only one lot becomes a common benefit for more than one lot, the costs of any maintenance, repair, or replacement not covered by warranties and/or insurance shall be shared equally by the owners of the benefitted lots.

7. Lien for Payment. If a Lot Owner does not pay timely his/her share of costs billed hereunder, then the amount due and unpaid, plus interest and the costs of collection shall be a lien against the non-paying Lot Owner's Tract for the benefit of the Lot Owner(s) due the payment.

7.1 To evidence such lien, the Lot Owner(s) due the payment shall prepare a Notice of Lien setting forth the amount of such unpaid indebtedness, the amount of the accrued interest thereon, the name of the defaulting Lot Owner and the description of the Lot

Owner's defaulting Lot. Such Notice of Lien shall be signed by the Lot Owner(s) due the payment and recorded in the records of Taos County, New Mexico. Such Lien shall attach and be effective on the Lot of the defaulting Lot Owner until all sums, with interest and other charges thereon from the actual due date of the payment, have been fully paid.

7.2 Such Lien may be enforced by foreclosure on the defaulting Lot Owner's Lot by the Lot Owner(s) due payment in like manner as a mortgage on real property. In any such proceedings, the defaulting lot Owner shall be required to pay the costs of the attorney's fees incurred for filing the Lien and all additional expenses and reasonable attorneys' fees incurred in the collection of the amount due and foreclosure of the Lien.

8. Water Sampling/ Testing. The owners of all lots serviced by the well shall have the right to sample the water from the well to have it tested for purity and safety. Any local authority may test the water at any time upon notice to the owners. Should water sampling reveal a significant water quality deficiency, the parties shall equally share the expense of corrective measures.

9. Septic Distance from Well. No party shall construct a septic system or any part thereof, within one hundred (100') feet of the shared Well.

10. Liability of Lot Owners, Purchases and Mortgages. The term "Lot Owners" or "owner of a Lot" means and refers to all owners of a Lot. Any amount payable under this Well Declaration by owners of a Lot shall be a joint and several obligation of such owners and such Lot Owners' heirs, personal representatives, successors and assigns. A party acquiring an interest in a Lot shall be jointly and severally liable with the former owners of such Lot for all such amounts that had accrued and were payable at the time of the acquisition of such interest without prejudice to that party's right to recover from the former Lot Owner any amount paid. Such an amount, together with interest thereon and attorneys' fees, may be recovered by suit for a money judgment without foreclosing or waiving any lien securing the same.

11. Arbitration. Any dispute arising out of or based on this Well Sharing Agreement shall be settled by arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect and this Well Sharing Agreement. The arbitration proceedings shall be conducted by a single arbitrator who shall be an attorney licensed to practice law in the State of New Mexico with experience in real estate law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the right to modify the provisions of this Well Sharing Agreement.

11.1 The arbitrator shall award to the prevailing party, if any, as determined by the arbitrator, all of its costs and fees. "Costs and fees" mean all reasonable pre-award

In Witness Whereof, the Lot Owners have executed this Well Sharing Agreement

Dated: November 17, 2023.

Pattison

OWNER OF LOT 1-A, Block 6

By   
Roger Pattison

Michael and Ana Hettinga

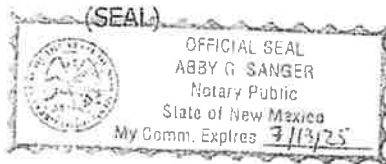
OWNERS OF Re-platted Lot 6, Block 3

By   
Michael Hettinga

  
Ana Hettinga

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

This instrument was acknowledged before me this 17 day of November, 2023, by  
Roger Pattison, as his own free act and deed.

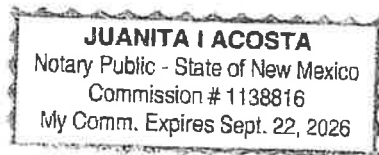


Notary Public [Signature]  
My Commission Expires: 7/13/25

STATE OF NEW MEXICO )  
 )ss:  
COUNTY OF ~~TAOS~~  
Bernalillo

This instrument was acknowledged before me this 13 day of February, 2024, by  
Michael and Ana Hettinga, as their own free act and deed.

(SEAL)



Notary Public [Signature]  
My Commission Expires: Sept. 22, 2026

In Witness Whereof, the Lot Owners have executed this Well Sharing Agreement

Dated: November 17, 2023.

Pattison

OWNER OF LOT 1-A, Block 6

By   
Roger Pattison

TAOS COUNTY  
VALERIE RAE MONTOYA, CLERK  
000476429  
Book 1190 Page 394  
7 of 8  
02/16/2024 04:45:37 PM  
BY GEORGIA S

Michael and Ana Hettinga

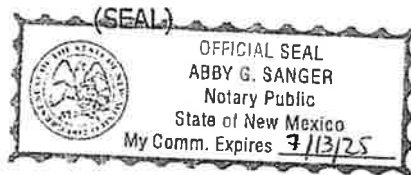
OWNERS OF Re-platted Lot 6, Block 3

By \_\_\_\_\_  
Michael Hettinga

\_\_\_\_\_  
Ana Hettinga

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

This instrument was acknowledged before me this 17 day of November, 2023, by  
Roger Pattison, as his own free act and deed.



Notary Public [Signature]  
My Commission Expires: 7/13/25

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

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by  
Michael and Ana Hettinga, as their own free act and deed.

(SEAL)

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**LICENSE TO INSTALL, COMPLETE, OPERATE AND MAINTAIN A PRIVATE  
WATER LINE WITHIN PUBLIC RIGHT OF WAY**

The village of Taos Ski Valley, a New Mexico municipal corporation (hereinafter “VTSV”), grants to Michael and Ana Hettinga, a married couple residing in the State of New Mexico (hereinafter “Hettinga”), whose mailing address is 310-A Saavedra Rd SW, Albuquerque, NM 87105, as owners of the real property located at 115 Emma (Lot 6, Block 3, Amizette Sudivision) and as a partner of a community well share, and to their heirs, successors, and assigns (collectively, the “Licensees”), a license to install, complete, operate and maintain a private water line crossing the Emma Street public right of way (ROW) no more than one (1) time in order to service one (1) parcel of private land from a well located on an adjacent parcel of private land, all located within VTSV.

VTSV hereby grants to Licensees a License to make one (1) cut across Emma Street in order to deliver water service to 115 Emma (Lot 6, Block 3) from the well located at 110 Emma (Lot 1A, Block 6). The line will connect to an existing pipe on the eastern edge of 110 Emma St, cross Emma east-west and connect to an approved line to be installed on privately owned property at 115 Emma. See the map attached hereto as Exhibit “A” and hereby made a part hereof.

Hettinga shall hire a licensed contractor licensed to do business in the State of New Mexico who has the knowledge and ability to install and complete the said waterline as described herein. The water line shall be buried to a specified depth of at least six (6’) feet, and shall meet all VTSV design specifications for public water lines located in the public ROW, including but not limited to bedding and fill materials, insulation, etc., and all plumbing materials used for the water line shall meet the specifications and standards

as set forth by VTSV. VTSV and its Public Works Department and Department of Public Safety shall be notified at least one week in advance of any and all work to be conducted in the public ROW, and shall have authority to observe and monitor all construction activity. Traffic control and diversion, to the extent necessary, shall at all times be conducted in accordance with applicable New Mexico Department of Transportation and VTSV policies and standards. These provisions shall be applicable at all times that any work is done in the public ROW, whether during initial installation or at any subsequent time that maintenance or repair of the water line may be needed.

Hettinga, or their heirs, successors and assigns (the Licensees), shall incur all costs of installation, relocation, repair and maintenance of this community line for the term of this license.

Hettinga hereby agrees to hold VTSV harmless, to the maximum extent permitted by Law, if the contractor, while installing this line hits another utility line while doing this installation, VTSV shall not be responsible for any damage to existing utility lines in the area. Licensees further agree to indemnify and hold harmless VTSV and its officers, agents, representatives, employees, contractors and subcontractors from any liability or costs that may be incurred at any time while the license granted herein remains in effect, from any damages or costs incurred as a consequence of failure, leakage, subsidence, or any other costs that may be incurred, of any nature whatsoever, as a consequence of the presence of the private water line in the public ROW, whether such costs be due to negligent installation, material failure, or any other cause whatsoever. Licensees further agree to repair, reconstruct, replace, or relocate the water line if at any future time such action is needed to accommodate any utility installation or other public work within the

Emma Street ROW, such repair, reconstruction, replacement, or relocation to be conducted at Licensees' sole cost. In the event that VTSV incurs any costs due to failure of Licensees to comply with any provision of the license agreement, such costs shall be a lien upon the above described property, to wit, 115 Emma (Lot 6 Block 3), enforceable in accordance with Sections 3-36-1 to 3-36-7, NMSA 1978.

As a condition for the granting of the license by VTSV, Hettinga shall pay an administrative fee to VTSV of Five Hundred and no/100 dollars (\$500.00) and a license fee of one thousand seven hundred and fifty dollars (\$1,750.00) for the twenty-five year license term, due and payable prior to the commencement of any work on the installation of the water line.

The license granted herein shall run for a period of twenty-five (25) years from the date of the execution of this license agreement. The license granted herein may be extended for an additional term of up to twenty-five (25) years by mutual agreement of VTSV and Licensees, and upon payment of an additional license fee to be determined by the parties as a condition for such extension.

The license granted herein shall bind and inure to the benefit of the parties hereto and their successors and assigns and shall run with the land for the entire duration of the license granted herein, including any extensions thereof.

WITNESS our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Michael Hettinga

\_\_\_\_\_  
Ana Hettinga

STATE OF NEW MEXICO        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by Michael and Ana Hettinga, of their own free act and deed.

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

My commission expires:

\_\_\_\_\_

VILLAGE OF TAOS SKI VALLEY

By: \_\_\_\_\_  
Chris Stanek, Mayor

ATTEST:

\_\_\_\_\_  
Ann Marie Wooldridge  
Village Clerk

STATE OF NEW MEXICO )  
COUNTY OF TANS ) ss  
This is a confirmed copy of a pld  
\_\_\_\_\_



APPROVED LINE  
EXISTING PIPE  
EMMA CUT

Roger Pattison

4° = 33° 09/27/27/27