

## PURCHASE AGREEMENT

AGREEMENT between Gail Glockhoff-Long as Trustee under Agreement of Trust dated February 19, 2007, hereinafter referred to as **Seller**, and the Board of County Commissioners ("BCC") of Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, hereinafter referred to as the **Buyer**.

### IT IS HEREBY AGREED AS FOLLOWS:

That Seller shall sell and Buyer shall buy, in lieu of condemnation, at the price and upon the terms and conditions herein set forth, fee title to the following described real property (**the "Property"**):

### SEE ATTACHED EXHIBITS "A" and "A-1"

Together with all improvements thereon (as defined in the Summary Statement of Offer to Purchase and Improvement Report attached hereto as Exhibit "B"), free and clear of all liens, encumbrances, taxes and assessments, which property is being conveyed by Seller to Buyer in relation to the public improvement known as the Mt. Chalchihuitl Remediation ("Project").

**Purchase Amount:** The Buyer shall pay the following amounts to the Seller, subject to the terms and conditions herein set forth:

\$858,000.00	Fee Simple Acquisition Amount
-\$657,900.00	Environmental Remediation/Restoration
\$200,100.00	<i>Total Compensation</i>

The performance of this Agreement constitutes the entire consideration by the Buyer, including just compensation as required by law and shall relieve the Buyer of all further obligations or claims relating to the Property.

**Escrow, Prorations and Fees:** The parties hereto shall enter into an escrow agreement with an escrow agent selected by Buyer for closing of sale. Seller shall place into escrow all necessary documents to convey the above referenced real property interests to Buyer free and clear of all liens and encumbrances, taxes and assessments, including those that are levied (owed) but may not yet be due. Monies payable under this Agreement may be due holders of secured and unsecured obligations (Lienholders) up to and including the total amount of principal, interest and allowable penalties. Upon demand, those sums shall be paid to the Lienholders, who shall be required to provide any necessary releases or consents for the Property. The escrow agent shall make prorations based on the date of closing and the size of the Property. All escrow fees, document preparation expenses and recording fees shall be paid by Buyer. If title insurance is desired by Buyer, it shall pay a premium therefor. Transfer of fee title shall be by Warranty Deed in a form approved by the Title Company. All other forms of interest to be conveyed shall be on a form approved by the Buyer.

**Escrow of Remediation Cost:** Seller and Buyer agree that the sum of \$657,900.00 will be placed into a separate escrow by the Buyer to be held as compensation for the environmental remediation by Buyer's contractor to be completed as provided in **Environmental** below. Upon the receipt of the Conditional Certificate of Completion from NMED, the Buyer will authorize the release from the separate escrow all amounts due to the remediation contractor. In the event that the remediation contractor's final invoice is less than the \$657,900.00 in escrow, the escrow company shall distribute to the Seller the balance remaining in the separate escrow after payment of all amounts due are paid to the remediation contractor. The estimated time period for completion of the environmental remediation and the Buyer's receipt of the Conditional Certificate of Completion from NMED is one year from closing.

**No Sale or Encumbrance:** The Seller shall not sell or encumber the Property prior to closing.

**Voluntary Remediation Program:** Seller recognizes that Buyer requires the protections offered by the New Mexico Voluntary Remediation Act, NMSA 1978, Section 74-4G-1 et seq, as amended, prior to receiving title to the Property. Specifically, Seller agrees that Buyer shall be the applicant on the Voluntary Remediation Program Application for Determination of Eligibility that Buyer will file with the New Mexico Environment Department ("NMED"). As a condition to entering this Purchase Agreement, Buyer requires Seller to sign the Written Consent – Voluntary Remediation Activities, attached hereto as Exhibit "D." The Written Consent is required by the Voluntary Remediation Application for Determination of Eligibility that Buyer will file with NMED. Once Buyer and NMED execute a Voluntary Remediation Agreement and Buyer receives a letter from NMED approving Buyer's Final Voluntary Remediation Work Plan ("VRP Work Plan"), Buyer will receive certain protections under the New Mexico Voluntary Remediation Act and can proceed toward closing. Buyer will provide Seller with a copy of the VRP Work Plan prior to closing. Buyer will provide Seller with a copy of the Conditional Certificate of Completion issued by NMED upon completion of the VRP Work Plan.

**Closing:** Closing shall be on or before the later of 10 days after receipt by Buyer of a fully executed Voluntary Remediation Agreement from NMED and a letter from NMED approving Buyer's VRP Work Plan, or 30 days after receipt of all necessary releases or consents to convey the Property free and clear of all liens and encumbrances. In the event closing is not completed on or before December 31, 2017, this Agreement will expire at 11:59 pm (MST) on December 31, 2017, regardless of any other provision herein.

**No Leases:** Seller warrants that there are no oral or written leases or real estate contracts on all or any portion of the Property. Seller shall hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any undisclosed lease or real estate contract or any lease of said Property held by any tenant of Seller.

**No Environmental Contamination:** To the best of Seller's knowledge as Trustee, Seller warrants that no underground storage tanks are present on the Property and there is not any buried waste or other hazardous substances existing or present on the Property. Excluded from

this warranty are the presence of metals related to past mining activities that are addressed in Buyer's VRP Work Plan approved by NMED.

**Sale in Lieu of Condemnation:** The sum paid by Buyer represents full and complete payment due Seller, including but not limited to any and all severance damages as to any remaining property owned by Seller. Seller herein acknowledges the sale of real property to the Buyer may have tax consequences to Seller, and is advised to seek legal and/or financial assistance as necessary to determine those consequences, which may include reporting of income received from the sale to the Internal Revenue Service.

**Inspection:** The Seller shall permit the Buyer to conduct such inspections of the Property and/or the Seller's remaining property as the Buyer deems necessary. If inspections indicate a potential condition and further testing or inspection is recommended, the parties hereby agree to extend the date of closing to at least 30 days after the issuance of a final report for such additional testing or inspection.

**Environmental:** As part of its due diligence in contemplation of this purchase, in 2007 the Buyer contracted for the completion of a Phase I ESA for the Property. The Phase I Environmental Site Assessment ("Phase I ESA"), determined that historical mining activities within the Property have resulted in recognized environmental conditions consisting of excessive levels of lead, arsenic and other metals in the soil, particularly near former mine shafts and tailings associated with two former mines within the Property. As part of a comprehensive plan for environmental remediation and in conformity with the New Mexico Voluntary Remediation Program, the Buyer will assume the obligation and full cost of remediation of the contaminated soil on the Property through a plan of consolidation and capping. If, however, an environmental inspection reveals: (a) the presence of additional contamination beyond any recognized environmental conditions identified in the 2007 Phase I ESA described above, or (b), the need to conduct any environmental cleanup beyond the Buyer's commitment to complete a plan of environmental remediation, Buyer at Buyer's sole and absolute discretion may terminate or rescind this Agreement and direct the escrow agent to return the full purchase price to the Buyer excluding any sums due to the remediation contractor from the \$657,900.00 held in separate escrow as provided in **Escrow of Remediation Cost** above.

Seller, in her capacity as Trustee, defends, indemnifies, and holds the Buyer and its employees, successors, assigns, agents, contractors, subcontractors, experts, licensees, lessees and invitees (collectively "Indemnitees"), harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs, fines, actions, suits, costs, taxes, charges, expenses, and disbursements, including legal fees and expenses of whatever kind and nature (collectively "claims" or "damages") imposed on, incurred by, or reserved against the Indemnitee(s) in any way relating to or arising out of any noncompliance with any federal, state, or local environmental laws, the existence or presence of any regulated substance on or emanating from the Seller's property and any claims or damages in any way related to or arising out of the removal, treatment, storage, disposal, mitigation, cleanup, or remedy of any regulated substance on, under, or emanating from the Seller's property that were not identified in the 2007

Phase I ESA completed by the Buyer, or that were not metals related to past mining activities addressed in Buyer's VRP Work Plan approved by NMED, except for any environmental matters caused or exacerbated by the Indemnitees. Said indemnity shall not obligate the Seller to any additional liability beyond what the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) imposes upon a property owner. [42 USC Chapter 103]

Subject to the foregoing, Buyer agrees to proceed with closing subject to the escrow as provided in **Escrow of Remediation Cost**, of the sum of \$657,900.00 pending receipt of the LSI by Buyer and NMED indicating that the RECs are remedied and that the Property is free and clear of any and all RECs and any other hazardous materials and contaminants. Seller and Buyer agree that Buyer will contract with a remediation contractor who will remedy and cleanup the RECs as recommended by the Phase I ESA completed in 2007 and according to the report titled "New Mexico Environment Department Voluntary Remediation Program Preliminary Work Plan" prepared by Intera, dated August 30, 2012.

**Possession:** The Seller, upon signing this Agreement, hereby grants to the Buyer, its agents and assignees, Right of Entry to the Property for Project related purposes including but not limited to environmental due diligence. This Right of Entry shall terminate without further act or action if this Agreement is not acted upon by the Santa Fe County Board of County Commissioners within 90 days of the Seller's execution of this Agreement. Possession of the Property shall be given to Buyer upon close of escrow and recording of the documents conveying the Property.

**Risk of Loss:** The Seller shall be responsible for the risk of loss for any and all damage to the improvements located on or within the Property prior to close of escrow and recording of the documents conveying the Property.

**No Salvage:** The Seller shall not salvage or remove any fixtures, improvements or vegetation located within the Property without prior written approval of the Buyer. Any personal property located on or within the Property must be removed prior to close of escrow.

**Broker's Commission:** No broker or finder has been used and the Buyer shall owe no brokerage or finder's fee related to this transaction. The Seller has engaged the services of a broker to assist in the sale process. The closing agent will disburse the 6% (six percent) listing/selling commission, plus County gross receipt taxes on that commission to the Seller's agent Richard Crombie, residing at 1711 B Siri Dharma Court, Santa Fe, 87501 at closing.

**Survival of Representations and Warranties:** All representations and warranties contained in this Agreement shall survive the closing of escrow and the conveyance of the Property to Buyer including the obligations of the paragraph titled "Environmental".

**Exhibits:** Any exhibit attached to this Agreement shall be deemed to be incorporated by reference with the same force and effect as if fully set forth herein.

**Entire Agreement:** This Agreement contains the entire agreement between the Seller and Buyer. All understandings, conversations and communications, oral or written, between Seller and Buyer, or on behalf of either of them, are merged into and superseded by this Agreement and shall be of no further force or effect. No modification or amendment to this Agreement shall be binding unless in writing and signed by both the Seller and the Buyer.

**Binding Effect:** This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the parties hereto, together with their respective successors and permitted assigns. In the event Seller sells or attempts to sell an interest in any portion of the subject property of which the Property is a part, Seller agrees to tender this Agreement to the buyer or prospective buyer, who shall take the property interest subject thereto.

**Authority:** Buyer represents and warrants that it is a political subdivision of the State of New Mexico duly organized, validly existing under the laws of the State of New Mexico, that it has all the requisite power and authority to execute this Agreement through the signature(s) below, and to perform its obligations hereunder. Seller represents and warrants that she is the Trustee under Agreement for Trust dated February 19, 2007 between Roy H. Glockhoff as Settlor and Gail Glockhoff-Long as Trustee and that she has all the requisite power and authority to execute this Agreement through her signature below, and to perform her obligations hereunder.

Seller accepted this 16th day of February, 2017.

Gail Glockhoff-Long, not individually, but as  
Trustee under Agreement for Trust dated February  
19, 2007 between Roy H. Glockhoff as Settlor and  
Gail Glockhoff-Long as Trustee

By: Gail Glockhoff-Long  
Gail Glockhoff-Long, Trustee

STATE OF Illinois \_\_\_\_\_ )  
 ) ss.  
COUNTY OF Rock Island \_\_\_\_\_ )

This instrument was acknowledged before me on the 16th day of February, 2017, by Gail Glockhoff-Long, not individually, but as Trustee under Agreement for Trust dated February 19, 2007 between Roy H. Glockhoff as Settlor and Gail Glockhoff-Long as Trustee.



Notary Public [Signature]  
My Commission Expires on: 2-8-20

Buyer agrees to purchase the above-described Property at the price and under the terms and conditions herein set forth.

Buyer accepted this 9<sup>th</sup> day of March, 2017.

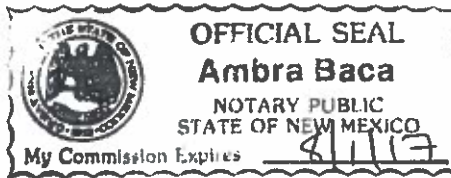
SANTA FE COUNTY:

Katherine Miller  
Katherine Miller

Date: 3-9-2017

Santa Fe County Manager

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SANTA FE )



This instrument was acknowledged before me on the 9 day of March, 2017, by Katherine Miller, as Manager of Santa Fe County, a political subdivision of the State of New Mexico.

Ambra Baca

Notary Public

My Commission Expires on: 8/1/17

APPROVED AS TO FORM:

Gregory S. Shaffer  
Gregory S. Shaffer  
Santa Fe County Attorney

Date: 3-1-17

FINANCE DEPARTMENT APPROVAL:

Don D. Moya  
Don D. Moya  
Santa Fe County Finance Director

Date: 3-2-17

**Exhibit "A"**  
**Legal Description of Acquisition**

A CERTAIN PARCEL OF LAND CONSISTING OF THE W 1/2 OF THE SE 1/4, E 1/2 OF THE SW 1/4, THE SE 1/4 OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4 OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 8 EAST, N.M.P.M, AND VARIOUS PATENTED MINING CLAIMS INCLUDING THE CASH ENTRY GROUP CONSISTING OF THE "CASH ENTRY", "LITTLE ALBERT", AND "LITTLE JOE" LODE CLAIMS, MINERAL SURVEY No. 1312; THE CHICAGO GROUP CONSISTING OF THE "ALLOY" CLAIM, "DIVIDEND" CLAIM, "KEYSTONE" CLAIM, "GRAY EAGLE" CLAIM, "BABY BLUE" CLAIM, "BALTIMORE" CLAIM, "BOSTON" CLAIM, AND "CHICAGO" CLAIM BEING MINING APPLICATION No. 1366; THE "CASH ENTRY No. 3", SURVEY No. 1975, AND THE "FRANKLIN" MINING LODE CLAIM, MINERAL SURVEY No.569; THIS PARCEL OF LAND LIES IN THE VICINITY OF THE TOWN OF CERRILLOS, WITHIN SECTIONS 4, 5 AND 8, T.14N., R.8E., AND SECTION 33, T.15N., R.8E., NMPM, COUNTY OF SANTA FE, STATE OF NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT;

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5 T14N, R8E AND SECTIONS 32 AND 33, T15N R8E, N.M.P.M., MARKED BY A MARKED STONE FOUND IN PLACE, THENCE N68°32'49"E, A DISTANCE OF 920.14 FEET, TO THE SW CORNER OF BABY BLUE LODE AND THE TRUE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING N00°02'13"W, A DISTANCE OF 1500.85 FEET, THE NW CORNER BABY BLUE LODE; THENCE N89°54'44"E, A DISTANCE OF 600.31 FEET, THE NE CORNER BABY BLUE LODE; THENCE S00°02'39"E, A DISTANCE OF 1502.53 FEET, THE SE CORNER BABY BLUE LODE; THENCE N89°55'11"W, A DISTANCE OF 328.10 FEET, TO POINT ON NORTH LINE GRAY EAGLE LODE; THENCE S42°00'58"E ALONG SAID NORTH LINE, A DISTANCE OF 386.71 FEET, TO POINT ON WEST LINE CHICAGO LODE; THENCE N27°18'13"E ALONG SAID WEST LINE, A DISTANCE OF 1297.46 FEET, THE NW CORNER CHICAGO LODE; THENCE S50°17'35"E, A DISTANCE OF 614.90 FEET, THE NE CORNER CHICAGO LODE; THENCE S27°13'06"W, A DISTANCE OF 1500.50 FEET, THE SE CORNER CHICAGO LODE; THENCE S50°10'52"E, A DISTANCE OF 16.52 FEET, THE NE CORNER BOSTON LODE; THENCE S22°09'32"W, A DISTANCE OF 1493.98 FEET, THE NE CORNER BALTIMORE LODE; THENCE S39°48'14"W, A DISTANCE OF 313.51 FEET TO POINT ON THE NORTH LINE LITTLE ALBERT LODE; THENCE S07°44'48"E ALONG SAID NORTH LINE, A DISTANCE OF 256.22 FEET THE NE CORNER LITTLE ALBERT LODE; THENCE S51°38'16"W, A DISTANCE OF 921.78 FEET TO POINT ON EAST LINE BALTIMORE LODE; THENCE S39°48'09"W ALONG SAID EAST LINE, A DISTANCE OF 116.05 FEET THE SE CORNER BALTIMORE LODE; THENCE N50°17'07"W, A DISTANCE OF 24.33 FEET TO POINT ON THE EAST LINE LITTLE ALBERT LODE; THENCE S51°38'16"W ALONG SAID EAST LINE, A DISTANCE OF 412.98 FEET TO POINT ON NORTH LINE CASH ENTRY LODE; THENCE S50°41'04"E ALONG SAID NORTH LINE, A DISTANCE OF 68.93 FEET THE NE CORNER CASH ENTRY LODE; THENCE S27°43'11"W, A DISTANCE OF 1264.78 FEET TO THE INTERSECTION OF CASH ENTRY LODE AND GALENA CHIEF LODE; THENCE S50°44'04"W ALONG GALENA CHIEF LODE, A DISTANCE OF 482.66 FEET; THENCE S40°28'37"E, A DISTANCE OF 196.23 FEET TO THE INTERSECTION OF LITTLE JOE LODE AND GALENA CHIEF LODE; THENCE S 28°58'51" W, A DISTANCE OF 544.34 FEET TO THE SE CORNER LITTLE JOE LODE; THENCE N50°33'59"W, A DISTANCE OF 247.45 FEET TO POINT ON THE EAST 1/16 MERIDIONAL LINE; THENCE S00°19'14"W ALONG SIDE LINE, A DISTANCE OF 51.31 FEET TO THE E 1/16 CORNER OF SECTION 5 AND SECTION 8; THENCE S89°27'22"W, A DISTANCE OF 1328.51 FEET TO THE SOUTH 1/4 CORNER SECTION 5, MARKED BY MARKED STONE; THENCE S89°22'23"W, A DISTANCE OF 1316.03 FEET TO THE W 1/16

**Exhibit "A"**  
**Legal Description of Acquisition**

CORNER OF SECTION 5 AND SECTION 8 AND THE SW CORNER OF THIS DESCRIPTION; THENCE N00°08'42"E, A DISTANCE OF 2661.17 FEET TO THE W 1/16 CORNER SECTION 5; THENCE N00°08'37"E, A DISTANCE OF 1328.05 FEET THE NW 1/16 CORNER SECTION 5 AND THE NW CORNER OF THIS DESCRIPTION; THENCE N89°35'04"E, A DISTANCE OF 1319.74 FEET THE NORTH 1/16 CORNER SECTION 5; THENCE N89°38'35"E, A DISTANCE OF 1325.65 FEET THE NE 1/16 CORNER SECTION 5; THENCE S00°11'09"E, A DISTANCE OF 1320.76 FEET TO THE EAST 1/16 CORNER SECTION 5; THENCE S00°19'45"W, A DISTANCE OF 99.55 FEET TO A POINT ON WEST LINE OF DIVIDEND LODGE ; THENCE N12°31'52"E ALONG SAID WEST LINE, A DISTANCE OF 1386.08 FEET THE NW CORNER DIVIDEND LODGE; THENCE S89°50'56"E, A DISTANCE OF 610.18 FEET THE NE CORNER DIVIDEND LODGE; THENCE S16°39'54"W , A DISTANCE OF 97.38 FEET TO A POINT ON WEST LINE KEYSTONE LODGE; THENCE N51°12'00"E, ALONG SAID WEST LINE, A DISTANCE OF 995.86 FEET THE NW CORNER KEYSTONE LODGE; THENCE N27°09'37"E , A DISTANCE OF 1348.87 FEET TO A POINT ON SOUTH LINE BABY BLUE LODGE; THENCE S89°33'46"W ALONG SAID SOUTH LINE, A DISTANCE OF 109.69 FEET TO THE POINT AND PLACE OF BEGINNING.

THIS DESCRIPTION CONTAINING 451.175 Ac., MORE OR LESS.

LESS AND EXCEPTING THE FOLLOWING PARCELS OF LAND;  
PARCEL A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5 T14N, R8E AND SECTIONS 32 AND 33, T15N R8E, N.M.P.M., MARKED BY A MARKED STONE FOUND IN PLACE, THENCE S28°40'09"E, A DISTANCE OF 1516.16 FEET, TO A POINT BEING THE NORTHEAST CORNER OF THE KEYSTONE LODGE AND THE SOUTHEAST CORNER OF THE GRAY EAGLE LODGE AND THE TRUE POINT AND PLACE OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING N28°01'41"E, A DISTANCE OF 827.95 FEET TO THE INTERSECTION OF THE EAST LINE OF GRAY EAGLE LODGE AND WEST LINE OF BOSTON LODGE; THENCE S20°59'01"W ALONG SAID WEST LINE, A DISTANCE OF 1002.72 FEET THE NW CORNER OF BALTIMORE LODGE; THENCE S39°45'47"W, A DISTANCE OF 1505.20 FEET THE SW CORNER OF BALTIMORE LODGE; THENCE S50°17'07"E, A DISTANCE OF 283.64 FEET TO A POINT ON WEST LINE LITTLE ALBERT LODGE; THENCE S51°32'53"W, ALONG SAID WEST LINE, A DISTANCE OF 230.63 FEET THE SW CORNER OF LITTLE ALBERT LODGE; THENCE S07°44'10"E, A DISTANCE OF 264.35 FEET TO A POINT ON THE NORTH LINE OF CASH ENTRY LODGE; THENCE N50°40'57"W, ALONG SAID NORTH LINE, A DISTANCE OF 172.38 FEET TO NW CORNER CASH ENTRY LODGE; THENCE S27°40'30"W, A DISTANCE OF 736.00 FEET TO POINT ON NORTH LINE CASH ENTRY #3 LODGE; THENCE N29°01'16"W ALONG SAID NORTH LINE, A DISTANCE OF 536.87 FEET TO A POINT ON EAST LINE OF ALLOY LODGE; THENCE N37°42'46"E, ALONG SAID EAST LINE, A DISTANCE OF 1179.09 FEET TO THE NE CORNER OF ALLOY LODGE; THENCE N52°20'48"W, A DISTANCE OF 309.95 FEET, TO A POINT ON THE EAST LINE OF KEYSTONE LODGE; THENCE N51°12'00"E ALONG SAID EAST LINE, A DISTANCE OF 1436.35 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL A CONTAINING 20.927 Ac., MORE OR LESS.

AND, PARCEL B, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5 T14N, R8E AND SECTIONS 32 AND 33, T15N R8E, N.M.P.M., MARKED BY A MARKED STONE FOUND IN PLACE, THENCE S21°01'59"W, DISTANCE OF 3657.21 FEET, TO A POINT AT THE



**Exhibit "A"**  
**Legal Description of Acquisition**

INTERSECTION OF THE SOUTH LINE OF THE ALLOY LODE AND THE EAST 1/16 MERIDIONAL LINE SECTION 5 AND THE TRUE POINT AND PLACE OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING S52°17'14"E ALONG SAID SOUTH LINE, A DISTANCE OF 238.17 FEET TO A POINT ON THE WEST LINE OF THE CASH ENTRY #3 LODE; THENCE S29°57'17"W ALONG SAID WEST LINE, A DISTANCE OF 382.84 FEET TO POINT ON EAST 1/16 MERIDIONAL LINE SECTION 5; THENCE N00°19'45"E ALONG SAID 1/16 LINE, A DISTANCE OF 477.39 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL B CONTAINING 1.037 Ac., MORE OR LESS.

AND, PARCEL C, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 4 AND 5 T14N, R8E AND SECTIONS 32 AND 33, T15N R8E, N.M.P.M., MARKED BY A MARKED STONE FOUND IN PLACE, THENCE S25°08'21"E, DISTANCE OF 3081.35 FEET, TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF THE DIVIDEND LODE AND THE EAST 1/16 MERIDIONAL LINE SECTION 5 AND THE TRUE POINT AND PLACE OF BEGINNING;

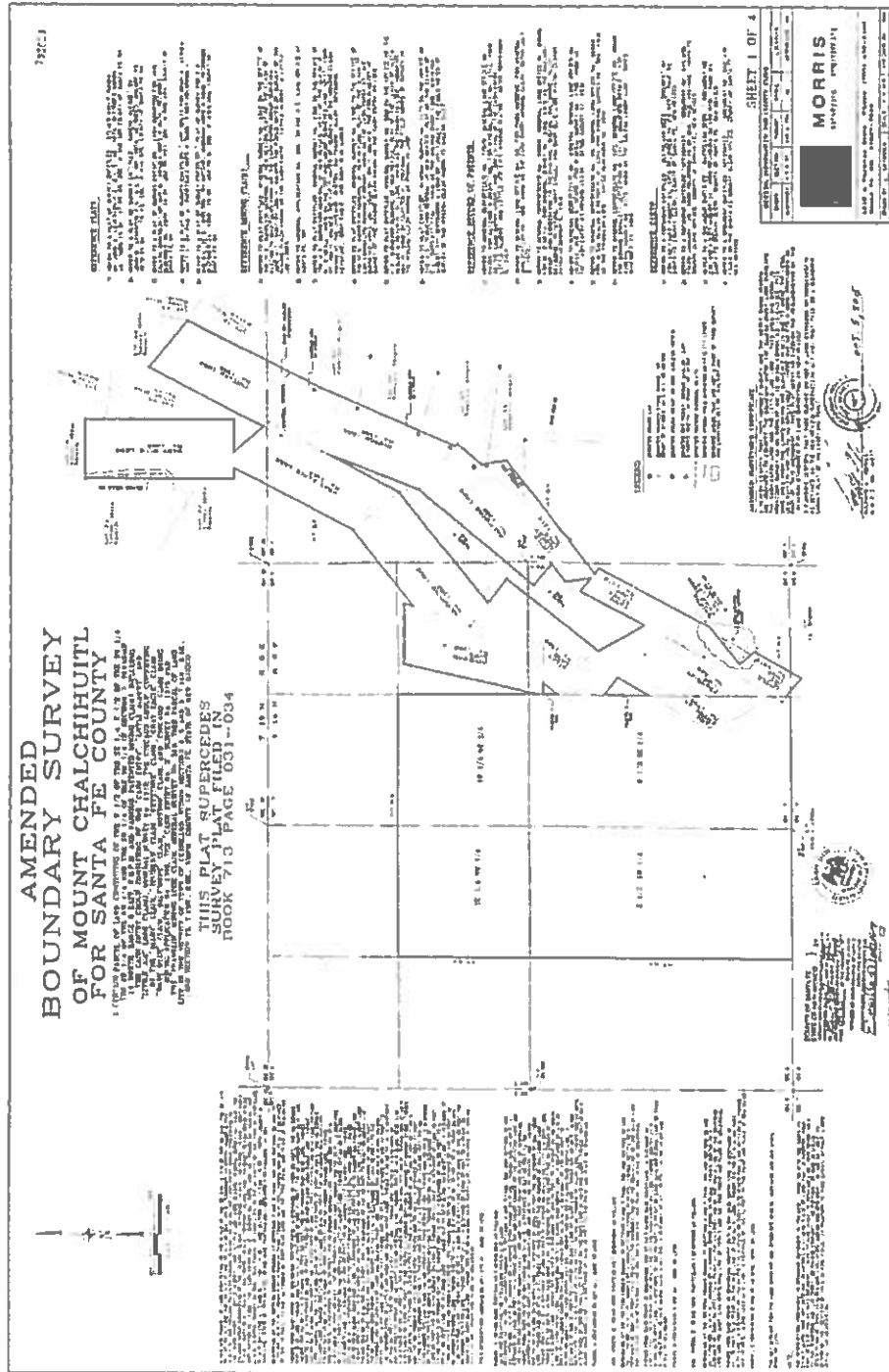
THENCE FROM SAID POINT OF BEGINNING S89°57'06"E ALONG SAID SOUTH LINE, A DISTANCE OF 117.76 FEET TO A POINT ON THE WEST LINE OF THE ALLOY LODE; THENCE S37°40'57"W ALONG SAID WEST LINE, A DISTANCE OF 194.09 FEET TO A POINT ON EAST 1/16 MERIDIONAL LINE SECTION 5; THENCE N00°19'45"E, ALONG SAID 1/16 LINE, A DISTANCE OF 153.71 FEET TO THE POINT AND PLACE OF BEGINNING.

PARCEL C CONTAINING 0.208 OF AN ACRE, MORE OR LESS.

THE NET ACREAGE FOR THE LAND SURVEYED AND DESCRIBED HEREIN, CONTAINS 429.003 ACRES, MORE OR LESS.

# Exhibit "A-1"

## Legal Description Drawing of Acquisition



**Exhibit "B"**

**SANTA FE COUNTY – BOARD OF COUNTY COMMISSIONERS  
SUMMARY STATEMENT OF OFFER TO PURCHASE  
AND IMPROVEMENT REPORT**

This statement accompanies our offer letter of February 16, 2017, and shows the basis on which the offer is made.

**A. IDENTIFICATION OF THE PROPERTY**

The land is identified as: 429.003 Acres in the Cerrillos Hills, Santa Fe County, New Mexico

APN: 99306436

Property of: Gail Glockhoff-Long, not individually, but as Trustee under Agreement for Trust dated February 19, 2007 between Roy H. Glockhoff as Settlor and Gail Glockhoff-Long as Trustee

**B. THE INTEREST TO BE ACQUIRED AND BREAKDOWN OF THE OFFER AS JUST COMPENSATION.**

The amount offered represents just compensation, and is the result of a review and analysis of an appraisal made by a certified real estate appraiser. If only part of the property is needed, full consideration has been given to the value of the remaining property, including items requiring compensation on a "cost-to-cure" basis, if any. The analysis of the remaining property takes into account the effect of the acquisition of the land needed, and the establishment and construction of the project. A breakdown of the offer and the interest to be acquired are noted as follows.

INTEREST TO BE ACQUIRED	QUANTITY	VALUE	VALUE OF AREA TO BE ACQUIRED
Fee Interest (Acres)	429.003	2,000.00	858,000.00
Environmental Restoration			(657,900.00)
TOTAL JUST COMPENSATION			200,100.00

**STATEMENT OF OWNER**

I have read the Summary Statement of Offer to Purchase and Improvement Report above, and make no representations accepting or rejecting the established just compensation.

☐ There is/are ( ) person(s) living on the property requiring relocation.

☒ There are no persons living on the property requiring relocation.

Dated: 2-16-2017 OWNER SIGNATURE\*: Gail Glockhoff-Long

\*Gail Glockhoff-Long, not individually, but as Trustee under Agreement for Trust dated February 19, 2007 between Roy H. Glockhoff as Settlor and Gail Glockhoff-Long as Trustee

Exhibit "C"

Leases

Lease Agreement affecting  
Parcel # 99306436

1. ☐ See Attached

or

2. ☒ Not Applicable


 Owner's Initials ↙

Exhibit "D"

**WRITTEN CONSENT - VOLUNTARY REMEDIATION ACTIVITIES**

NAME OF PROPERTY OWNER: Gail Glockhoff-Long, Trustee

DESCRIPTION OF PROPERTY: See Exhibit A for full legal description

It is my understanding that Santa Fe County wishes to enter the Voluntary Remediation Program (VRP) as the prospective purchaser of the property described above. In accordance with NMAC 20.6.3.200.B (5), I hereby give my consent for Santa Fe County to submit an Application for Determination of Eligibility to the VRP. I support the proposed voluntary remediation activities and grant Santa Fe County, its agents and representatives, access to the property to conduct the remediation activities. Please contact me at 309-764-2577 with any questions concerning this consent statement.

This consent is given voluntarily after having had a chance to ask questions and having had all my questions answered to my satisfaction and with knowledge of my right to refuse to give consent.

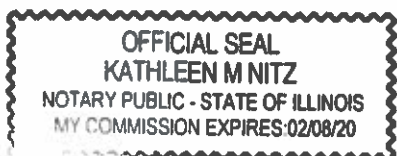
Seller accepted this 16th day of February, 2017.

Gail Glockhoff-Long, not individually, but as  
Trustee under Agreement for Trust dated February  
19, 2007 between Roy H. Glockhoff as Settlor and  
Gail Glockhoff-Long as Trustee

By: *Gail Glockhoff-Long*  
Gail Glockhoff-Long, Trustee

STATE OF Illinois \_\_\_\_\_ )  
 ) ss.  
COUNTY OF Rock Island \_\_\_\_\_ )

This instrument was acknowledged before me on the 16th day of February, 2017, by Gail Glockhoff-Long, not individually, but as Trustee under Agreement for Trust dated February 19, 2007 between Roy H. Glockhoff as Settlor and Gail Glockhoff-Long as Trustee.



*Kathleen M Nitz*  
Notary Public  
My Commission Expires on: 2-8-20