

## PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is between Commonweal Conservancy, Inc., a New Mexico nonprofit corporation ("Seller") whose address is 369 Montezuma Avenue, Santa Fe, New Mexico 87501, and Santa Fe County ("County"), a political subdivision of the state of New Mexico. Seller and the County are collectively referred to as the "Parties" in this Agreement.

### RECITALS

- A. The County is constructing the Santa Fe Rail Trail system (the "Trail") in accordance with the County Sustainable Land Development Code ("SLDC"), County Ordinance No. 2016-9, and County Resolution No. 2018-62.
- B. The County will construct a portion of the Trail and a trailhead on the property located at 28531 U.S. Hwy. 285, in Lamy, New Mexico ("Tract 5C-2") and which is more particularly described in that certain Warranty Deed filed as Instrument No. 1621662 in the records of the County Clerk of Santa Fe County, New Mexico.
- C. The County intends to acquire Tract 5C-2 in fee simple for construction of the Trail.

### AGREEMENT

FOR CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Seller's Representations:** Seller represents that the following is true and correct and will continue to be true and correct on the Closing Date:

1.1. Seller is the exclusive fee simple owner of the real property located at 28531 U.S. Hwy. 285, Lamy, New Mexico, as described on the plat filed in the records of the County Clerk as Instrument Nos. 1621411 and the Warrantee Deed filed as Instrument 1621662 in the records of the County Clerk of Santa Fe County, New Mexico.

1.2. There are no mortgages, deeds of trust, liens, leases, easements, or other encumbrances of Tract 5C-2 except those appearing in the property records of the County Clerk.

1.3. Seller has authority to convey Tract 5C-2, as shown on the attached Exhibit A.

1.4. To the best of Seller's knowledge, no regulated hazardous waste or environmental contamination is present on or underneath Tract 5C-2.

1.5. There are no structures or other improvements on Tract 5C-2.

1.6. Except as provided in Sections 1.1 through 1.5, Seller makes no representations or warranties regarding Tract 5C-2, including the condition of Tract 5C-2 or its suitability for any

particular purpose. Except as set out in Sections 1.1 through 1.5, the County is relying on its inspection of Tract 5C-2 and accepts it "as is."

2. **Costs.** In addition to the purchase price defined below, the County will pay all transaction costs, including the cost of a title policy and environmental site assessment, exclusive of Seller's legal fees and costs.

3. **Purchase and Sale.** Seller shall sell and grant Tract 5C-2 "as-is" in fee simple to the County by Warranty Deed, free and clear of all claims, encumbrances, debts, liabilities, obligations and the like, and the County shall purchase and accept the Tract 5C-2 "as-is" from Seller for the total purchase price \$63,000.00, upon the terms and conditions set forth in this Agreement; provided, however, that all Seller's representations set out in Section 1 are true and correct on the Closing Date.

4. **Closing Date:** The Closing Date shall occur within 20 days after the date this Agreement is executed by the County, or such later time as the Parties may mutually agree ("Closing Date").

5. **Income reporting:** Seller acknowledges the payment of the purchase price and other consideration provided under this Agreement may have tax consequences to Seller, and Seller 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.

6. **Inspection:** The Seller shall permit the County to conduct such inspections of Tract 5C-2 as the County deems necessary prior to the Closing Date. If inspections indicate a potential condition that the County determines requires further testing or inspection, the Parties agree to extend the Closing Date at least 30 days after the issuance of a final report for such additional testing or inspection.

7. **Environmental:** During the inspection, County may obtain a Phase I ESA at County's sole expense. If any environmental inspection reveals the presence of contamination or the need to conduct any environmental cleanup, the County may terminate this Agreement without penalty.

8. **Broker's Commission:** No broker or finder has been used and the County shall owe no brokerage or finder's fee related to this transaction. Seller has the sole obligation to pay all brokerage or finder's fees to any agent employed by Seller.

9. **Survival:** Sections 1 and 2 of this Agreement shall survive the sale of the Acquisition Area and shall not merge therewith.

10. **Entire Agreement:** This Agreement contains the entire agreement between the Seller and County regarding the County's acquisition of Tract 5C-2. All understandings, conversations and communications, oral or written, between Seller and the County, 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 Parties.

11. **Notices:** All notices required under this Agreement shall be in writing and mailed or hand-delivered as follows:

To Seller:                   Commonweal Conservancy, Inc.  
                                  Attn. Ted Harrison, President  
                                  369 Montezuma Ave., #495  
                                  Santa Fe, NM 87501

To County:                 Santa Fe County  
                                  Attn. County Manager  
                                  PO Box 276  
                                  102 Grant Avenue  
                                  Santa Fe, NM 87504-0276

and:                         Santa Fe County Public Works Dept.  
                                  Attn. Real Property Specialist  
                                  PO Box 276  
                                  Santa Fe, NM 87504-0276


12. **Effective Date:** This Agreement shall be effective on the latest date written below.

13. **Binding Effect:** This Agreement shall inure to the benefit of and be binding upon the Parties' respective grantees, successors, assigns, devisees, heirs, and mortgagees.

14. **Incorporation of Exhibits and Recitals:** All Exhibits and Recitals to this Agreement are incorporated into and made a part of this Agreement by reference.

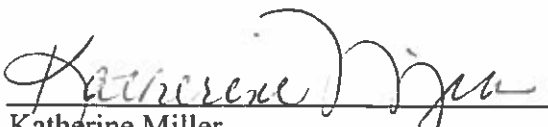
15. **Authority:** The Santa Fe County Manager is authorized to execute this Agreement pursuant to Santa Fe County Resolution No. 2018-62.

**SELLER:**

By:   
\_\_\_\_\_  
Ted Harrison, President  
Commonweal Conservancy, Inc.

Date: 9.6.18

**SANTA FE COUNTY:**

By:   
\_\_\_\_\_  
Katherine Miller  
Santa Fe County Manager

Date: 9.10.18

Approved as to form:

  
\_\_\_\_\_  
R. Bruce Frederick County Attorney

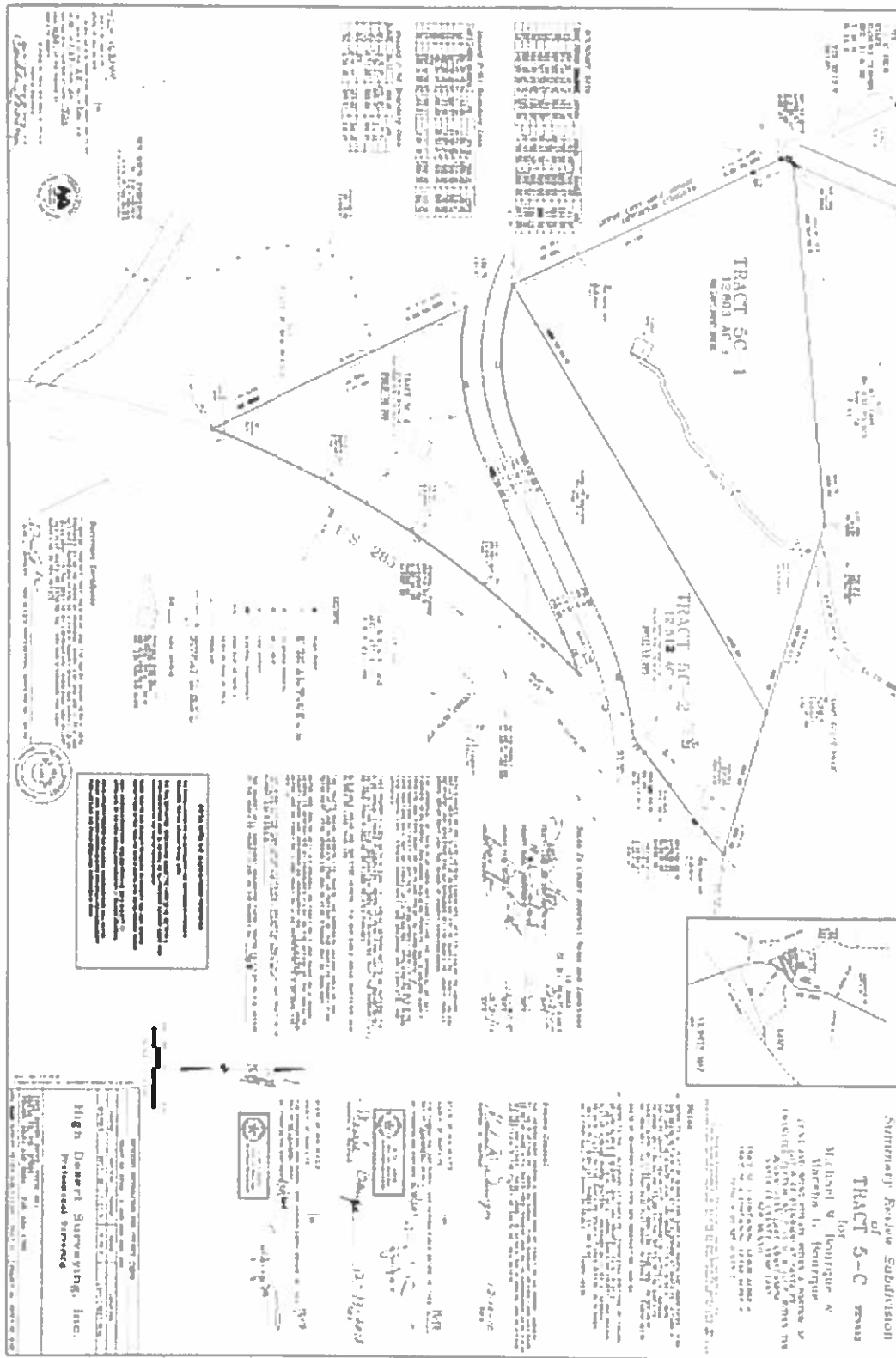
Date: 8-30-18

Finance Department:

  
\_\_\_\_\_  
Stephanie Schardin Clarke  
Finance Director

Date: 8/31/18

Exhibit A





LYING AND BEING SITUATE WITHIN A PORTION OF  
LOT 6 OF ELDORADO AT SANTA FE,  
PROJECTED SECTION 32 T 15 N, R 10 E. WITHIN THE  
BISHOP JOHN LAMY GRANT NPMN.  
SANTA FE COUNTY, NEAR LAMY.

[illegible]

Notes

[illegible]

### Direct Control

[illegible]

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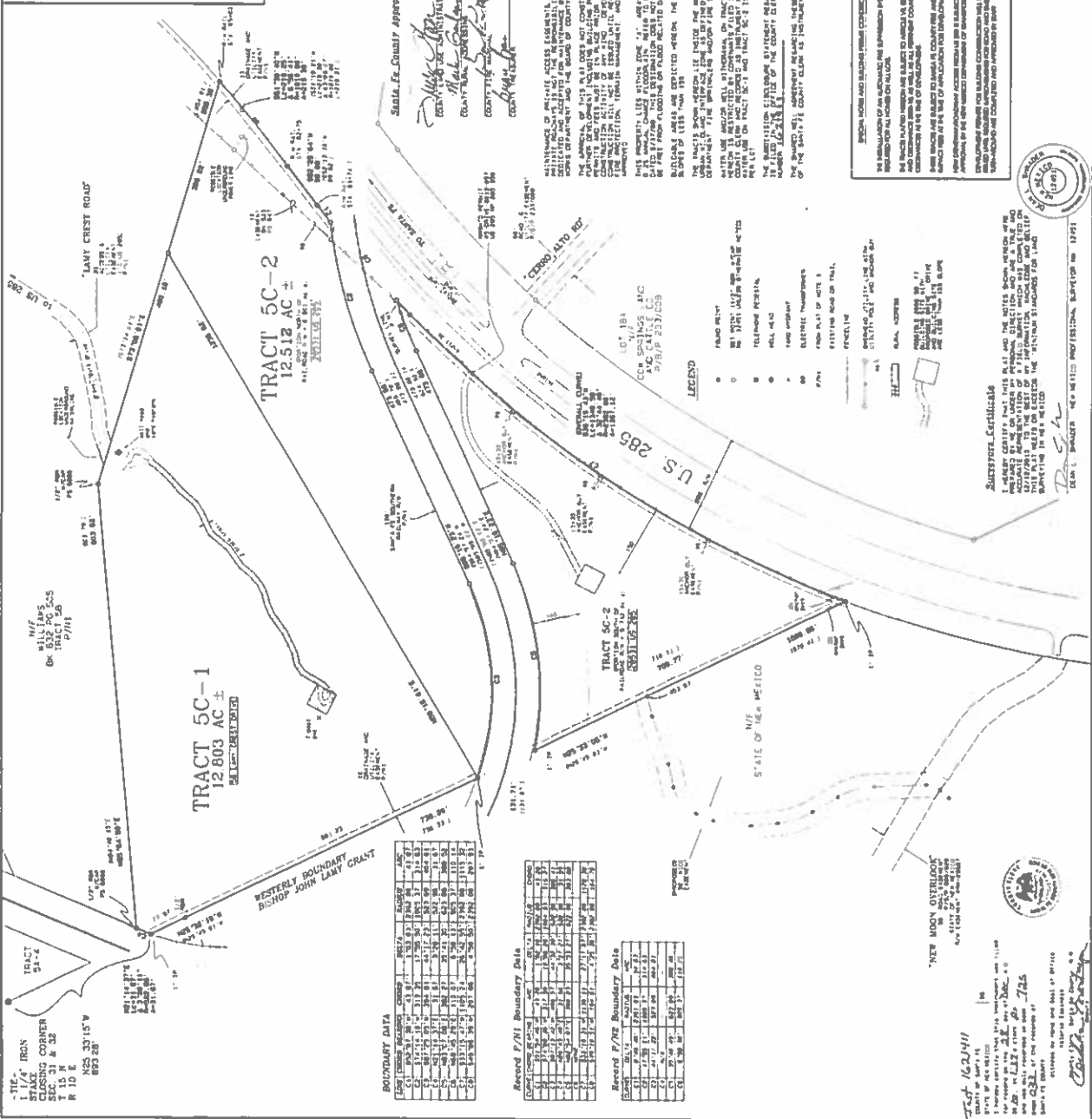
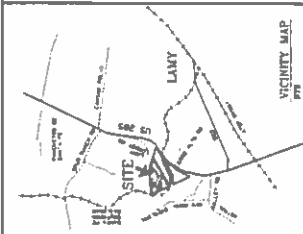
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| TRUCKING INFORMATION FOR COUNTRY CLUBS |          |          |          |
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| TRUCK #C LFC# 1-000-000-000            |          |          |          |
| Good Reg                               | SEC FID# | TRUCK#   | LOCATION |
| 00000000                               | 00000000 | 00000000 | 00000000 |

Desert Surveying, Inc.  
Professional Surveying

25 ASPEN DRIVE, SUITE 401  
MILWAUKEE, WI 53208  
PHONE (414) 438-8004 FAX (414) 438-8004



Some of the benefits of our CalPERS plan are:

- **Additional Retirement Income** - You can receive an additional \$100 per month for each year of service you have accumulated.
- **Additional Retirement Income** - You can receive an additional \$100 per month for each year of service you have accumulated.
- **Additional Retirement Income** - You can receive an additional \$100 per month for each year of service you have accumulated.

For more information, contact your employer or the CalPERS plan administrator.

**Supervisory Certificate**

1. HENRY CERTIFY THAT THIS PLAT AND THE NOTES SHOW HEREON ARE  
THE SAME AS THE PLAT AND NOTES OF THE FIELD SURVEY WHICH WAS  
MADE BY ME OR UNDER MY SUPERVISION AND ARE A TRUE AND  
ACCURATE REPRESENTATION OF THE SAME. I HAVE NOT BEEN  
INFLUENCED BY ANY PERSON OR PERSONS IN THE MAKING OF  
THIS CERTIFICATE. I HAVE NOT BEEN PROMISED OR RECEIVED  
ANYTHING IN THE MAKING OF THIS CERTIFICATE.

DEAN J. SMAYDA  
NO. 16-1220  
12-21-11

[illegible]





Summary Review Subdivision

of TRACT 5-C 759033

for Michael W. Bourque & Marsha G. Bourque

LYING AND BEING STRAIGHT WITHIN A PORTION OF LOT 6 OF EL PASO AT SANTA FE PROJECTED SECTION 32 T 15 N R 10 E WITHIN THE BISHOP JOHN LAMY GRANT, SANTA FE COUNTY, NEW MEXICO

TRACT 5C-1 CONTAINING 12.803 ACRES ± TOTAL = 25.318 ACRES ±

NOTES: 1. THIS SUBDIVISION WAS PREPARED BY THE SURVEYOR AND IS SUBJECT TO THE REVIEW OF THE COUNTY ENGINEER. 2. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE IN HIS OFFICE IN SANTA FE, NEW MEXICO.

NOTES:

1. THIS TRACT IS A PART OF TRACT 5-C, BISHOP JOHN LAMY GRANT, SANTA FE COUNTY, NEW MEXICO, AND IS SUBJECT TO THE REVIEW OF THE COUNTY ENGINEER. 2. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE IN HIS OFFICE IN SANTA FE, NEW MEXICO. 3. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE IN HIS OFFICE IN SANTA FE, NEW MEXICO. 4. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE IN HIS OFFICE IN SANTA FE, NEW MEXICO.

GRANTEE'S CERTIFICATE

I, the undersigned, hereby certify that the foregoing instrument is a true and correct copy of the original as recorded in my office, and that the same has been duly filed for record in the office of the County Engineer, Santa Fe, New Mexico, on this 12th day of December, 1910.

12-13-10

STATE OF NEW MEXICO

COUNTY OF SANTA FE

THE FOREGOING INSTRUMENT HAS BEEN RECORDED IN MY OFFICE ON THIS 12th DAY OF DECEMBER, 1910.

BY COMMISSIONER EXPIRES 1911

12-13-10

STATE OF NEW MEXICO

COUNTY OF SANTA FE

THE FOREGOING INSTRUMENT HAS BEEN RECORDED IN MY OFFICE ON THIS 12th DAY OF DECEMBER, 1910.

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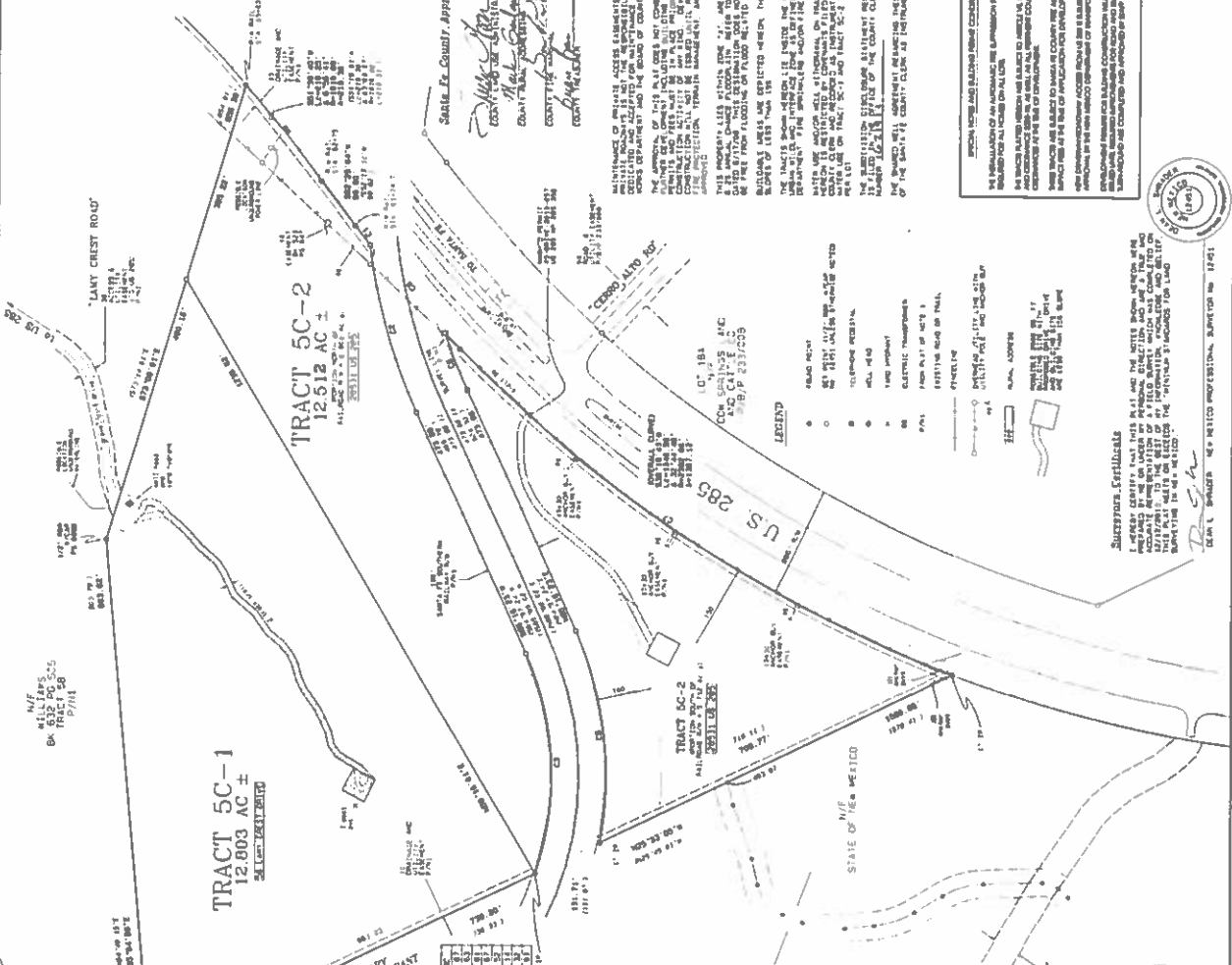
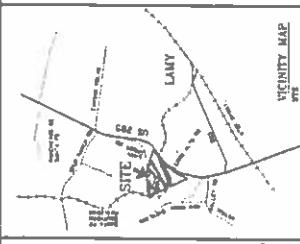
BY COMMISSIONER EXPIRES 1911

12-13-10

STATE OF NEW MEXICO

COUNTY OF SANTA FE

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TRACT 51-2  
CLASING CORNER  
SEC. 31 & 32  
R 10 E  
N23.3315° W  
892.29'

WESTERLY BOUNDARY  
BISHOP JOHN LAKE CREEK

177' 00"

