

**AGREEMENT FOR PURCHASE AND SALE
OF EASEMENT**

THIS AGREEMENT FOR PURCHASE AND SALE OF EASEMENT (the "Agreement"), dated the 28th day of January, 2014, is made and entered into by and between Kathleen Laemmle and Manuelita M. Gonzales, #1950 Skeeter Lane, Santa Fe NM 87507, joint tenants ("Sellers"), and Santa Fe County, a political subdivision of the State of New Mexico ("the Buyer").

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, Sellers and Buyer agree as follows:

1. PURCHASE AND SALE OF EASEMENT.

1.1 Purchase and Sale: Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase from Sellers an exclusive permanent sign easement approximately 464 sq. ft. in area (the "Easement"), located within the following described property, *to wit*: a 0.7760 acre parcel (33,803 sq. feet) being Lot 1-A, as shown on the "Family Transfer Land Division for Kathleen Laemmle and Manuelita M. Gonzales of Lot 1" and recorded in Plat Book 507, Page 030 in the records of Santa Fe County, New Mexico.

SEE ATTACHMENT A (Grant of Easement)

1.2 Purchase Price: As consideration for the Easement, Buyer shall pay to Sellers Four Thousand Nine Hundred Dollars and No Cents (\$4,900.00).

1.3 Sellers agree to execute the attached Easement Agreement to convey the exclusive permanent easement which is to be recorded with the Santa Fe County Clerk.

2. REVIEW, INSPECTION, TITLE AND SURVEY.

Buyer acknowledges that it has inspected the Easement and reviewed title documents and surveys of the property where the Easement is located.

3. CONDITIONS PRECEDENT TO THE BUYER'S OBLIGATIONS.

Buyer's obligation to purchase the Property is conditioned upon satisfaction (or waiver in writing by Buyer) of each of the following conditions:

3.1 This purchase shall be subject to Buyer's approval or disapproval of any inspection, survey or any other document related to the Easement, in Buyer's sole and absolute discretion, until the date of the recording of the Easement. Buyer shall provide written notice of disapproval to Sellers on or before the date of recording. In the event Buyer provides written notice of disapproval

to Sellers, this Agreement shall be deemed terminated and the parties shall be relieved of any further obligations to each other with respect to the purchase and sale of the Easement.

3.2 Sellers shall have delivered to Buyer the Easement Agreement duly executed by the Sellers.

3.3 Buyer shall have obtained the written approval of this transaction from the Santa Fe Board of County Commissioners.

4. CONDITIONS PRECEDENT TO THE SELLERS' OBLIGATIONS.

Sellers' obligation to sell the Easement to Buyer is condition upon satisfaction (or waiver in writing by Sellers) of the following condition:

4.1 Buyer shall deliver (or cause to be delivered) to Sellers, a transfer of funds in an amount equal to the Purchase Price to such account as shall be designated by Sellers and all other documents required of Buyer to comply with its obligations hereunder.

5. TERMINATION.

This Agreement may be terminated prior to the date the Buyer issues the Purchase Price to the Sellers and the easement is recorded only as follows and in each case only by written notice:

- a) By the mutual written consent of Sellers and Buyer;
- b) By either Sellers or Buyer, if the recording of the Easement has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with their obligations under this Agreement) on or before the twenty-first (21st) of February 2014;
- c) Buyer's disapproval of any inspection, survey or any other document related to the Property, in Buyer's sole and absolute discretion;
- d) By either Sellers or Buyer, if a material breach of any covenant, warranty, representation, agreement or provision of the this Agreement, that individually or in the aggregate could have a material adverse effect, has been committed by the other party and such breach has not been (i) cured within thirty (30) days after the non-breaching party gives written notice of said breach to the breaching party; or, (ii) waived by the non-breaching party.

6. COSTS.

Buyer shall pay all fees, if any, and the cost of any other obligations of Buyer hereunder.

7. LIABILITY.

Any liability incurred by Buyer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, §41-4-1 et seq., as amended.

8. INDEMNIFICATION.

Sellers hereby agree to indemnify and hold Buyer harmless from any obligation, cost, expense, liability and claim by third parties which Buyer may suffer arising out of Sellers' acts or omissions regarding the Easement or any part of this Agreement.

9. INCORPORATION OF ATTACHMENT.

All attachments attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

10. NOTICES.

All notices, requests, demands and other communications given, or required to be given, hereunder shall be in writing and shall be given (a) by personal delivery with a receipted copy of such delivery, (b) by certified or registered United States mail, return receipt requested, postage prepaid, or (c) by facsimile transmission with an original mailed by first class mail, postage prepaid, to the following addresses:

If to Sellers: Kathleen Laemmle and
Manuelita M. Gonzales, joint tenants
#1950 Skeeter Lane
Santa Fe, NM 87507

If to Buyer: County of Santa Fe
102 Grant Ave. P.O. Box 276
Santa Fe, NM 87504-0276
Attn: Stephen Ross, Santa Fe County Attorney

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon delivery to the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change their address for purposes of this paragraph by giving notice to the other party.

11. ASSIGNMENT.

This Agreement shall be binding upon the parties hereto and their respective heirs, successors or representatives; provided, however, that this Agreement may not be assigned by either party without the prior express written consent of the other party.

12. ENTIRE AGREEMENT.

This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose.

13. WAIVER.

Failure of either party at any time or times to require performance of any of the provisions of this Agreement shall in no way affect its right to enforce the same, and a waiver by either party of any breach of any of the provisions of this Agreement shall not be construed to be a waiver by such party of any prior or succeeding breach of such provision or a waiver by such party of any breach of any other provision.

14. HEADINGS AND CONSTRUCTION.

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with herein. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities contained herein against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner consistent with the purpose of the parties and this document.

15. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Agreement shall be binding upon the parties only when a copy or a counterpart has been signed by each party and delivered to each other party. Signatures, copies and counterparts may be transmitted by mail or overnight courier service and when so transmitted are as effective as if a manually signed, original document had been delivered.

16. APPLICABLE LAW, JURISDICTION AND VENUE.

This Agreement shall, in all respects, be governed by and construed according to the laws of the State of New Mexico applicable to agreements executed and to be wholly performed therein.

17. FURTHER DOCUMENTS.

Each of the parties hereto shall, on and after the date of recording of the Easement, execute and deliver any and all additional papers, documents, instructions, assignments and other instruments, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

18. SEVERABILITY.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision hereof which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and all other provisions hereof shall remain in full force and effect.

19. NO OBLIGATION TO THIRD PARTIES; NO FIDUCIARY RELATIONSHIP OR DUTIES.

The negotiation, execution, delivery and performance of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, to obligate either of the parties hereto to any person or entity other than each other, or to create any agency, partnership, joint venture, trustee or other fiduciary relationship or fiduciary duties between Sellers and Buyer.

20. CONSTRUCTION.

For all purposes of interpretation or construction of this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter shall include the masculine and feminine. As used in this Agreement, the term "and/or" means one or the other or both, or anyone or all, or any combination of the things or persons in connection with which the words are used; the term "person" includes individuals, partnerships, limited liability companies, corporations and other entities of any kind or nature; the terms "herein," "hereof" and "hereunder" refer to this Agreement in its entirety and are not limited to any specific provisions; and the term "including" means including, without any implied limitation.

21. DATES OF PERFORMANCE.

If under this Agreement the date upon which an event is scheduled to occur or the last date on which a party's performance of any obligation is required falls on a nonbusiness day, then such date shall be deemed to be the immediately following business day.

22. TIME IS OF THE ESSENCE.

Time is of the essence hereof and of all the terms, provisions, covenants and conditions hereof.

Finance Department

Teresa C. Martinez
Teresa C. Martinez
Director

Date: 12/17/13

GRANT OF EASEMENT

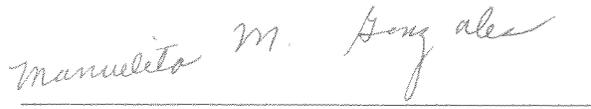
Kathleen Laemmle and Manuelita M. Gonzales and (hereinafter "Grantors"), #1950 Skeeter Lane, Santa Fe, NM 87507, do hereby grant and convey to the County of Santa Fe, its successors and assigns, (hereinafter "Grantee") an exclusive permanent easement for the purpose of installing, constructing and maintaining a permanent sign or monument on a parcel of land of approximately 464 sq. ft. lying within Lot 1-A as shown on as shown on the "Family Transfer Land Division for Kathleen Laemmle and Manuelita M. Gonzales of Lot 1" and recorded in Plat Book 507, Page 030 in the records of Santa Fe County, New Mexico ("Permanent Sign Easement"), more specifically described on Exhibits A and B, attached hereto and incorporated herein.

The grant of Easement herein is subject to the following terms and conditions:

- a) This Permanent Sign Easement shall be interpreted under the laws of the State of New Mexico.
- b) This Permanent Sign Easement may be executed in counterparts that together will be a single instrument.
- c) This Permanent Sign Easement may be modified only by a written document signed and notarized and recorded in the official records of Santa Fe County, New Mexico.
- d) This Easement shall at all times be deemed to be and shall be a continuous covenant running with the land and shall be binding upon and in favor of the successors and assigns of the Grantors and Grantee.
- e) Grantors shall not interfere with the Grantee's use and enjoyment of this easement by planting trees or otherwise obstructing the view of the sign or monument Grantee places on the Easement pursuant to this Grant of Easement.

GRANTORS


Kathleen Laemmle
Signature


Manuelita M. Gonzales
Signature

Brian K. McClintock, N.M.P.S. #11597
New Mexico Professional Surveyor
c/o - BLUELINE CONSTRUCTION, INC.
P.O. Box 28666, Santa Fe, New Mexico 87592-8666
505.216.7909/office
bkm@bluelinenm.com

DESCRIPTION OF "PERMANENT SIGN EASEMENT" – FOR LOT 1-A, #1950 SKEETER LANE

A Parcel of land, being known as a "Permanent Sign Easement", within Lot 1-A of the "Family Transfer Land Division for Kathleen Laemmle and Manuelita M. Gonzales", as filed in Plat book 507, page 030, and lying within Sections 32 and 33, T.17N., R.9E., N.M.P.M., in the Traditional Historic Community of Agua Fria, Santa Fe County, State of New Mexico and being more particularly described as follows:

Beginning at a point on the southwest corner of the herein described easement parcel, also being a point on the northerly right of way line of "Agua Fria Street" from which said point, Santa Fe County monument #SFCO No. 71, bears S.61deg.50'11"W., along the said right of way line of "Agua Fria Street" a distance of 28.32 feet to the southwest corner of said Lot 1-A, thence S.87deg.40'01"W. a distance of 7548.81 feet to said monument; Thence from said easement point of beginning N.28deg.09'49"W a distance of 14.50 feet to the northwest easement corner; Thence N.61deg.50'11"E. a distance of 32.00 feet to the northeast easement corner; Thence S.28deg.09'49"E. a distance of 14.50 feet to the southeast easement corner, also being a point on the northerly right of way line of "Agua Fria Street"; Thence S.61deg.50'11"W. , along said right of way line, a distance of 32.00 feet to said point and place of beginning.

Said easement area described contains 464 sq.ft., more or less.

Brian K. McClintock

Brian K. McClintock

NMPS # 11597

