

ACKNOWLEDGEMENT

STATE OF NEW MEXICO

COUNTY OF SANTA FE

The foregoing instrument was acknowledged before me on this ___ day of _____
2015, by _____ (name), as _____ (title) of the
Hyde Park Estates Cooperative Domestic Water Association and on behalf of said
Association.

Notary Public

My commission expires _____

EXHIBITS

- A – Service Area (Site)
- B – Real and Personal Property Included in the Assets.
- C – Real and Personal Property Excluded from the Assets
- D – Assumed Contracts
- E – Easement Agreement – Hyde Park Estates Water System
- F – Owners From Whom Easements Are Required



SCALE:
1" = 4000'

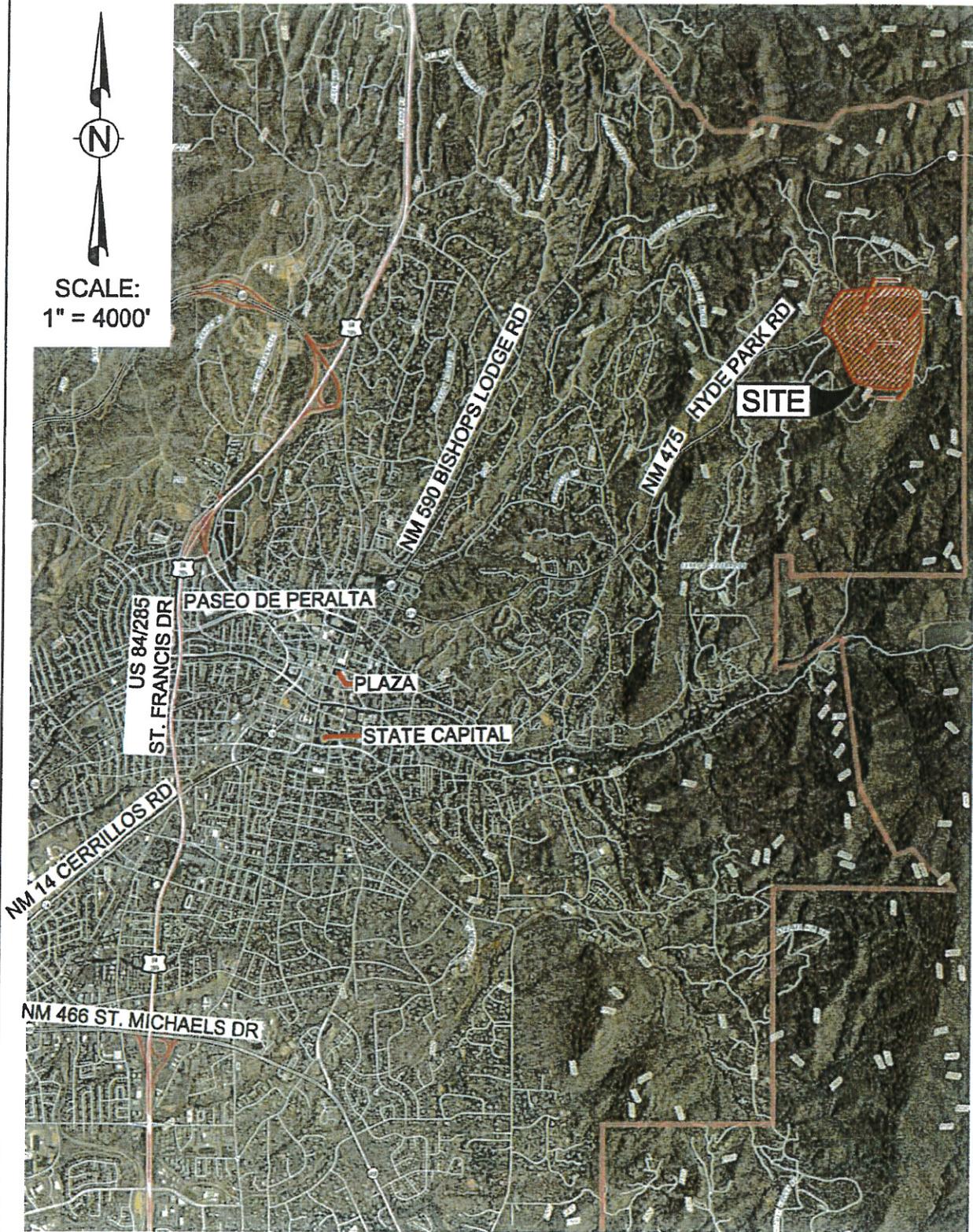


EXHIBIT A

LOCATION MAP
FIGURE 1

REFERENCE:
USGS Quadrangle Maps Entitled
"SANTA FE, N. MEX" Dated 2011 and
"MCCLURE RESERVOIR, N. MEX" Dated 2011

EXHIBIT B
Real and Personal Property Included in the Assets

- (1) All infrastructure, equipment, facilities, and supplies of the Association, not expressly excluded under Exhibit C, including but not necessarily limited to the following:
 - a. Two (2) 30,000 gallon steel water tanks,
 - b. One (1) 7' X 3' X 8' cinder block water tank operation room,
 - c. One (1) cinder block enclosure and gates for the water tanks,
 - d. 12" X 16', frame stucco maintenance shack (former pump control house),
 - e. Six (6) fire hydrants,
 - f. Twelve (12) 4" valves,
 - g. Seventy six (76) electronic read meters, 7/8",
 - h. 76 connection valves,
 - i. All water lines of the Water System, including 9,591 LF of four-inch diameter cast iron pipe and 5099 LF of two-inch diameter pvc pipe, and
 - j. One (1) 4" UV filter.

- (2) Except as excluded on Exhibit C, all right, title and interest in real property, including fee interests, easements and rights of access, wherever located, granted to the Association or its predecessors in interest, including but not necessarily limited to the following:
 - a. Water System Transfer Agreement, filed in the records of the Santa Fe County Clerk at book 458, page 155, dated December 3, 1982, under which Walter J. Keesing d/b/a Hyde Park Estates de Santa Fe transferred the Water System to the Association, including all dedications, easements and other grants described therein but excluding bank accounts.
 - b. The Grant of Easement, filed in the records of the Santa Fe County Clerk at book 343, page 20 dated January 17, 1977 by and between Mel and Lorene Goering and the Association.
 - c. The Grant of Easement, filed in the records of the Santa Fe County Clerk at book 550, page 488 dated May 12, 1986, 1977 by and between the Lazlo Kovacs Productions, Inc. Defined Benefits Pension Trust and the Association.
 - d. The Grant of Easement from Ramon Jose Lopez and Nancy Lopez to Hyde Park Cooperative Domestic Water Association filed in the records of the Santa Fe County Clerk as Instrument No. _____.
 - e. Grant of Easement from Various Easement Agreements regarding meters and other Water System infrastructure filed in the records of the Santa Fe County Clerk as Instrument Nos. _____.

- f. Any unrecorded property rights, including those obtained through unrecorded deeds, prescription, or adverse possession; *provided*, however, that the County reserves the right to decline acceptance of such unrecorded property rights.
- (3) All records, contracts, reports and other documents regarding the Water System, including but not limited to technical reports, agreements between the Association and the City of Santa Fe, legal opinions and memoranda (excluding that relating to this Agreement), manuals, invoices, customer accounts, notices, correspondence, and files in the possession of the Association or its officers, contractors or other agents on the effective date of this Agreement.

EXHIBIT C
Excluded Assets

The following Assets shall be retained by the Association and not transferred to the County at Closing:

- A. All water rights.
- B. All water wells, including the Gusher Well (RG-19271-S-6) , the Grey Wolf Well (RG-19271-S-3), the Big Eva Well, the Yellow Cat well, the Alice Ann Well, the Little Eva Well, and the Adam Well.
- C. All property interests, including easements, which are associated with the Association's water wells and are not required to possess, maintain, or operate any portion of the Water System being conveyed to the County. These include, but are not limited to, instrument numbers 1513354 and 286325 filed in the records of the Santa Fe County Clerk for the Gusher well and Yellow Cat well.
- D. All equipment and appurtenances, including submersible pumps, relating to the operation, maintenance or housing of the Association's water wells, but only to these can be disconnected from the Water System being conveyed to the County and are not necessary to its continued operation.
- E. All cash, bank accounts, certificates of deposit, loans, letters of credit, securities, bonds, and any other non-tangible liquid assets of the Association not listed on Exhibits B, C or D.
- F. Accounts receivable.

EXHIBIT D
Assumed Contracts

The County shall assume the following contracts and accounts of the Association at Closing:

- A) All contracts or accounts under which the Association receives water service from the City of Santa Fe.
- B) All contracts or accounts under which the Association receives utility services, including gas and electric.

EXHIBIT E

EASEMENT AGREEMENT HYDE PARK ESTATES WATER SYSTEM

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Santa Fe County ("County") and _____ ("Property Owner," whether singular or plural) enter into this Easement Agreement ("Agreement") as of the last date written below ("Effective Date").

RECITALS

A. Subject to the terms and conditions of an Acquisition Agreement between the County and the Hyde Park Estates Cooperative Domestic Water Association ("the Association"), the County intends to acquire all of the assets comprising the Hyde Park Estates Water System except the Association's water rights, water wells, well houses, and infrastructure relating solely to the operation of the Association's water wells, which the Association will retain. As used in this Agreement, "Water System" means the assets of the Association that the County intends to acquire.

B. If the County acquires the Water System it will be incorporated into the County Water Utility ("Utility"), which will thereafter provide water service within Hyde Park Estates.

C. The County desires to assure that, upon its acquisition of the Water System, the County will have sufficient right, title and interest to operate, maintain, repair, and replace the water lines, tanks, meters, and all other infrastructure of Water System up to and including the service meters (collectively, "Infrastructure").

D. The Property Owner represents that Property Owner is the sole owner of that certain property located at _____ ("Property") within Hyde Park Estates.

E. The purpose of this Agreement is to assure that the County can enter the Property from time to time for the sole of operating, maintaining, repairing, and replacing Infrastructure that may be located on the Property or on adjacent properties within Hyde Park Estates.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The forgoing Recitals are incorporated into and made a part of this Agreement by reference.
2. As of the date the County acquires the Water System, the County Utility shall be responsible for providing water service within Hyde Park Estates in accordance with applicable County Utility procedures and policies.
3. As successor to the Association, and subject to Paragraph 3 below, the County shall have a water utility easement giving it the right to enter the Property as may reasonably be

necessary for the sole and exclusive purpose of safely operating, inspecting, testing, maintaining, repairing, or replacing the Infrastructure (collectively, "Easement Rights"). The area of the Property encumbered by the water utility easement ("Easement Area") shall be the minimum necessary to safely and effectively exercise the County's Easement Rights.

4. Reservation by Property Owner/Non-Exclusive Use. All right, title and interest in and to the Easement Area under this Agreement that can be used and enjoyed without interfering with Easement Rights conveyed by this Agreement are reserved to Property Owner; *provided*, however, that the Property Owner shall not erect or maintain any buildings, structure, or other encroachment that may cause damage to the Infrastructure or unreasonably interfere with the County's Easement Rights; and *provided further* that Property Owner shall not develop, landscape, or beautify the Easement Area in any way that would unreasonably or materially increase County's costs of exercising its Easement Rights or of restoring the Easement Area.

5. Restoration. If the surface of the Easement Area or other areas of the Property is disturbed by the County in exercising its Easement Rights, the County shall restore the disturbed area to the condition in which it existed at the commencement of such activities, subject to the following:

5.1 Existing native vegetation will not be restored.

5.2 Buildings, structures, landscaping, encroachments, and any other features within the Easement Area that are subject to the *provisos* set out in Paragraph 4 above, including those existing prior to this Agreement, will not be restored.

6. Prior to the County acquisition of the Water System, the County staff shall have the right to enter the Property at reasonable times for the sole and exclusive purpose of inspecting and testing the Infrastructure. County staff shall present appropriate identification upon request.

7. The water lines connecting the service meters to the dwellings located within Hyde Park Estates belong to the individual property owners and are not part of the Water System Infrastructure.

8. After the County acquires the Water System, the Parties may execute an amendment to this Agreement that describes the Easement Area with greater particularity; *provided*, however, the party requesting the amendment shall bear the cost of preparing any survey or other legal description.

9. To the extent that the Property Owner or Property Owner's predecessor in title granted an easement or other property or contract rights (collectively, "Prior Grant") to the Association regarding the Water System, Property Owner agrees that the County shall obtain all right, title and interest of the Association under the Prior Grant upon the County's acquisition of the Water System. If requested by the County, the Property Owner agrees to execute an assignment or other appropriate instrument formally assigning the Prior Grant to the County.

10. The County's duties under any Prior Grant shall be limited to that which is consistent with the County's sovereign immunity and the limitations imposed on the County under state law, including but not limited to the Batement Act, NMSA 1978, Section 6-6-11, the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, and the Anti-Donation Clause of the New Mexico Constitution, N.M. Const. article 9, section 14.

11. The County shall not be bound by any Prior Grant that obligated the Association to provide water to the Property Owner or perform any other service for free or at a discounted rate or fee.

12. This Agreement shall bind and benefit subsequent owners of the Property and constitute a covenant that touches and runs with the land, but shall be subject to termination under Paragraph 10 below. This Agreement shall bind and benefit subsequent owners and operators of the Water System.

13. This Agreement shall be perpetual; *provided*, however, that this Agreement shall terminate automatically on the second anniversary of the Effective Date if the County for any reason has not acquired the Water System before the second anniversary.

14. General Terms:

14.1 This Agreement sets out the entire agreement between the Parties concerning the Infrastructure, and all prior agreements (if any) between the Parties are integrated in or superseded by this Agreement.

14.2 This Agreement shall be construed in accordance with New Mexico State law. In the event of a legal dispute concerning this Agreement, the exclusive venue shall be the First Judicial District State Court, Santa Fe County, New Mexico.

14.3 The parties do not intend to benefit any person who is not a party to this Agreement, and only the Parties to this Agreement shall have the right to enforce its terms and conditions.

PROPERTY OWNER:

_____ (Signature) Date: _____

Name:
Address:
Telephone:
Email:

SANTA FE COUNTY:

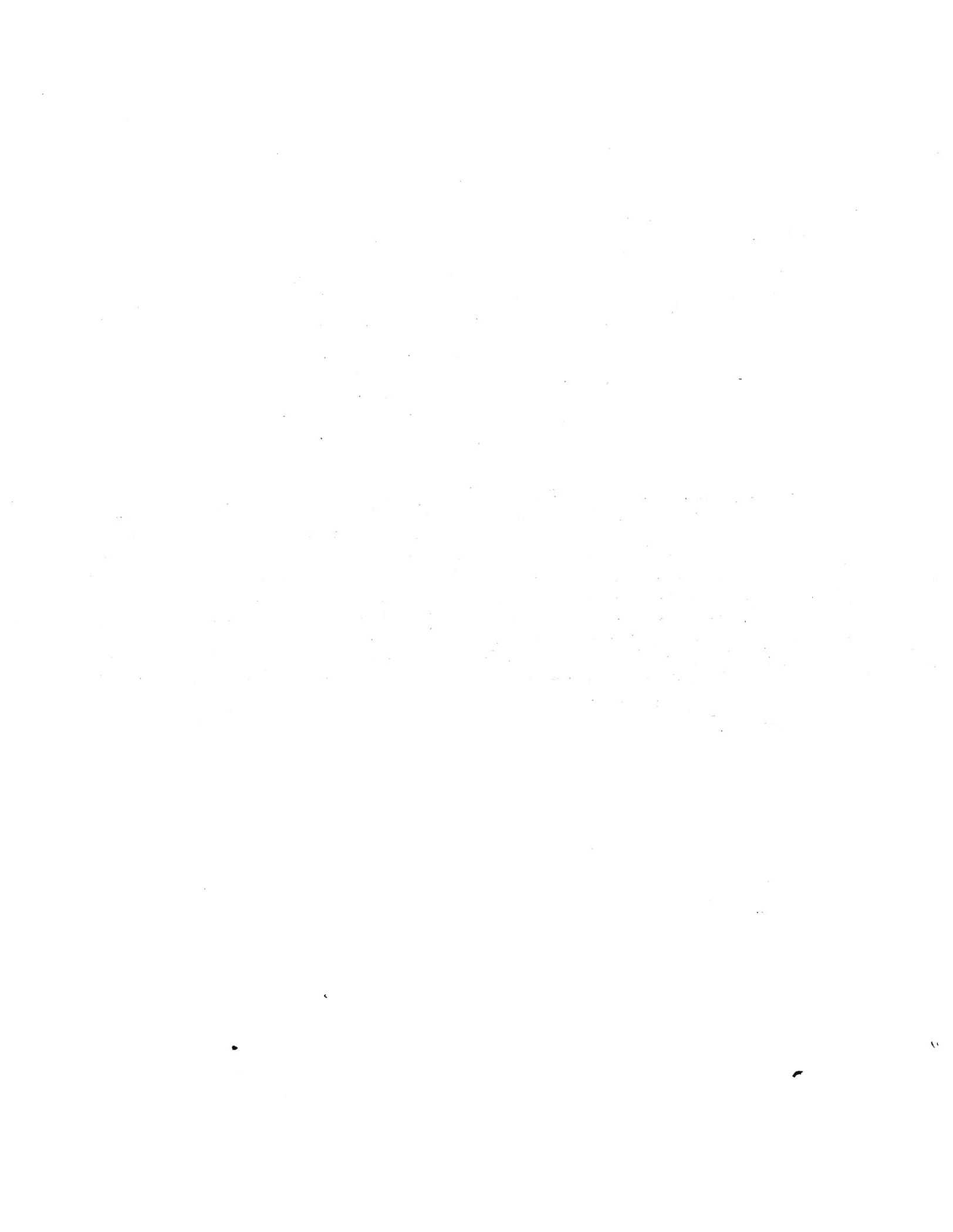
By: _____ (Signature) Date: _____
Katherine Miller
County Manager

APPROVED AS TO FORM:

_____ Date: _____
R. Bruce Frederick, County Attorney

EXHIBIT F

Washburn	Parcel_Num	405225728
Dant	Parcel_Num	405238784
Collins	Parcel_Num	99306160
Hiesiger	Parcel_Num	405228544
Strand	Parcel_Num	406002306
Mittleman	Parcel_Num	405221732
Harrison	Parcel_Num	405232702
Millsaps	Parcel_Num	405253603
Reid	Parcel_Num	405253642
Kinlaw	Parcel_Num	405242428
Romero	Parcel_Num	405253590
Cisneros	Parcel_Num	405253599
Spaeth	Parcel_Num	405253615
Clem	Parcel_Num	405246730
Fowler, Laura Lathrop	Parcel_Num	405237760
Fowler, Michael	Parcel_Num	406002298
Watts	Parcel_Num	406002301
Sherr	Parcel_Num	405236602
Perrin	Parcel_Num	405253583
Clema	Parcel_Num	405236256
Fleischaker	Parcel_Num	405236736
Thompson	Parcel_Num	405229824
Garcia	Parcel_Num	405230592
Scherr	Parcel_Num	405236602
Flynn	Parcel_Num	405228160
Lopez	Parcel_Num	405225984



III. Action Items

C. Miscellaneous

- 2. Discussion of and Possible Action on the Restated and Amended Joint Powers Agreement Establishing the Regional Coalition of LANL Communities by and Among the Incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County and the Sovereign Governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez.(Possible Action Item)**

