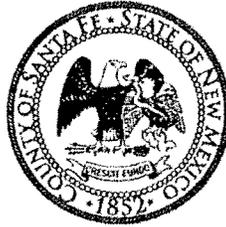


**Daniel "Danny" Mayfield**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## **PURCHASE AGREEMENT**

1. **Parties.** This Purchase Agreement ("Agreement") is made by and between the Board of Education, Pojoaque Valley School District, a local public body and political subdivision of the State of New Mexico, its successors and assigns ("Seller"), and the Board of County Commissioners of Santa Fe County, a political subdivision of the State of New Mexico and its successors and assigns ("Buyer"). Seller is willing to sell and Buyer wishes to purchase the Property and all other rights appurtenant to the Property or improvements, including all consumptive use water rights as recognized under permit 02091 into RG 42923 (renumbered RG 41225-S-4), and including all other rights appurtenant to the Property, **excepting and reserving** to Seller all surface water rights, if any, unrelated to Permit 02091 into RG 42923 (renumbered RG 41225-S-4) subject to the following terms and conditions, effective as of the date of the last signature hereto ("Effective Date").

2. **Property; Purchase.** Seller is the owner of approximately 11 acres +/- located on CR 84 near Jacona in the County of Santa Fe, New Mexico and commonly known as the Pojoaque Valley Schools Athletic Fields or "Little League Facility" (collectively, "Property"). The Property is more particularly described on "Exhibit A" attached hereto and incorporated by reference.

3. **Purchase Price.** The purchase price shall be \$365,000.00 in cash, composed of:

3.1 An earnest money deposit (Earnest Money Deposit) in the amount of Ten Thousand Dollars (\$10,000.00) to be deposited in an interest bearing account with: Fidelity National Title, 300 Paseo de Peralta, Santa Fe, New Mexico (Title Company), within ten (10) business days following the Effective Date. Said Earnest Money Deposit, including any accrued interest to date of closing, shall be applied to the purchase price at closing except as provided in paragraph 7.4 hereafter; and.

3.2 A cash payment of \$355,000.00 at closing.

4. **Title; Conveyance following the Effective Date.**

4.1 As soon as practicable, but no later than three (3) business days following deposit of the Earnest Money Deposit, Seller agrees to order a title commitment for an ALTA form owner's policy of title insurance issued by the Title Company named above committing to

insure title to the Property in the amount of the Purchase Price, with exceptions 1, 2, 3, 4, 5, 6 and 8 deleted and 7 modified to exclude coverage for water rights ("Title Commitment").

4.2 The Title Company shall provide the Title Commitment and legible copies of all exceptions listed in the Title Commitment to Buyer and Seller within ten (10) business days of receipt of Seller's Order. The Title Commitment shall reflect:

4.2.1 Schedule A: The legal description of the Property shall be based upon the recorded "Plat of Survey for Pojoaque Valley School District 'Little League Facility' Lying Within Exception 143, Private Claim 194, Exception 144, Private Claim 195, Exception 145, Private Claim 196 Within the Pojoaque Pueblo grant within Section 7 Township 19 North, Range 9 East, New Mexico Principal Meridian County of Santa Fe, State of New Mexico, prepared by Cipriano Martinez N.M.P.L.S. Reg. No. 3995 and recorded on March 20, 2002, as Document No. 1197, 932 in Plat Book 496, Page 009, records of Santa Fe County, New Mexico (hereafter "Martinez Survey").

4.2.2 Schedule B, Part II: All exceptions shall be listed with specificity and refer to the Martinez Survey and not to any prior survey. The Title Commitment shall specifically list all applicable patents or mineral deeds as an exception.

4.3 The Title Commitment shall commit the Title Company to issue an Owners Title Insurance Policy, in the amount of the Purchase Price, listing all requirements for deletion of standard exceptions 1, 2, 3, 4, 5, 6 and 8 deleted and 7 modified to exclude coverage for water rights and a named insured endorsement, insuring Buyer, as owner of fee title to the Property free and clear of all liens, encumbrances, leases, debts, liabilities, obligations and the like, subject only to any matters approved or waived by Buyer. In the event the Martinez Survey does not meet the Title Company's underwriting requirements for deletion of standard exceptions 1 through 4, Buyer may, at its expense, obtain a survey meeting the insurer's underwriter requirements.

4.3.1 Within twenty (20) business days following receipt of the Title Commitment, Buyer shall notify Seller of any objections to the Commitment.

4.3.2 Seller shall notify Buyer within twenty (20) business days of receipt of Buyer's objections to the Title Commitment as to whether Seller will cure by closing. If Seller cannot or will not cure Buyer's objections to title, Buyer may elect to terminate, and the earnest money and interest which has accrued thereon shall be returned to Buyer promptly, or Buyer may waive the objections and close.

4.4 Seller shall convey title to the Property by general quitclaim deed, in a form acceptable to Buyer and Seller.

**5. Buyer's Conditions and Contingencies.** The obligations of Buyer to purchase the Property are expressly conditioned upon satisfaction (or waiver in writing by Buyer) of each of the following conditions, even if the failure of any condition occurs after the Inspection Period:

5.1 Approval of this Agreement by Seller's governing body and all other required agencies including the State Board of Finance;

5.2 All representations made by Seller in this Agreement shall be complete and accurate at and as of the Closing Date;

5.3 Buyer shall have approved the purchase on or before the termination of the Inspection Period (or the extension thereof);

5.4 Buyer shall have obtained the written approval of this transaction from every regulatory agency of federal, state or local government that may be required of Buyer;

5.5 Seller's delivery of the Deed and such other documents as are sufficient to convey title to the Property to Buyer;

5.6 The Escrow Agent has irrevocably committed in writing to issue the Title Policy in form and content required under the commitment approved by Buyer;

5.7 Seller shall have removed all personal property, trash and debris from the Property as of the date of closing; and

**6. Conditions to Seller's Obligations.** Seller's obligation to sell the Property to Buyer is conditioned upon satisfaction (or waiver in writing by Seller) of each of the following conditions:

6.1 All representations made by Buyer in this Agreement shall be complete and accurate at and as of the Closing Date;

6.2 Buyer's delivery of the Earnest Money;

6.3 Buyer's delivery of the Purchase Price for the Property and all other funds and documents required of Buyer to comply with its obligations hereunder;

6.4 Buyer's payment of closing costs, escrow fees, recording fees and other expenses of Buyer including but not limited to survey costs and costs of Buyer's inspectors relating to this sale; and

**7. Buyer's Inspections and Investigations.**

7.1 Review. Immediately upon the Effective Date, Seller shall make available to Buyer for Buyer's inspection at a mutually convenient time, all documents ("the Materials"), presently available to Seller or within its control concerning the Property, including without limitation:

(a) any leases, easements, reservations, conditions, covenants, restrictions, rights-of-way and other documents, whether recorded or unrecorded, and surveys;

(b) any engineering and architectural plans currently available to Seller, and any other improvement plans, including those relating to installments of public utility facilities and services;

(c) reports, including soils and hazardous waste reports, any Phase I environmental survey on the property, studies, maps, permits;

(d) Maintenance records; and

(e) any other documents prepared for or obtained by Seller in connection with the Property.

7.2 Buyer has commenced and may continue, at its cost and expense, its own investigation of the Property and the suitability of the Property for Buyer's purposes ("the Review"). Such investigation may include, without limitation, a review of "the Materials," a study of the feasibility of Buyer's development or improvement of the Property, and other matters affecting use of the Property, including, without limitation, verification of adequate water rights associated with Permit 02091 into RG42923 (renumbered RG 41225-S-4), soil and geological conditions, drainage conditions, the presence of toxic or hazardous materials, a Phase I environmental survey, the presence of sewer and utility connections, improvement costs, and any other investigations Buyer may deem necessary or appropriate under the circumstances, in Buyer's sole and absolute discretion. Buyer, in its sole discretion, may terminate the contract during the inspection and the earnest money and interest which has accrued thereon shall be returned to Buyer promptly. If this Agreement is terminated without any material breach of this Agreement by Seller, Buyer shall return the Materials to the Seller and shall provide to Seller copies of any studies and reports concerning the Property that Buyer has obtained without expense to Seller except for reasonable copying costs as provided in the Inspection of Public Records Act.

7.3 License to Enter. Seller hereby grants to Buyer, its employees and agents, a nonexclusive license to enter onto the Property during the pendency of this Agreement to conduct, at Buyer's expense, the Review during the Inspection Period.

Buyer shall not interfere with any tenant's uses of the Property and will enter any leased premises only with the Seller's and any tenant's permission. Buyer shall be responsible for any damage to the Property resulting from the activities of Buyer and Buyer's agents during the license period. Seller may, in its discretion, deduct the cost of repair for such damage, if any, from the Earnest Deposit in the event Buyer elects to terminate as provided in Paragraph 7.4 below if Buyer fails to restore the Property to its pre-existing condition prior to termination.

7.4 Approval of Review. This purchase shall be subject to Buyer's approval or disapproval, in Buyer's sole and absolute discretion, until 5:00 p.m. (MST) on the date of the termination of the Inspection Period. Buyer shall provide written notice of disapproval to Seller and Escrow Agent on or before the termination of the Inspection Period. In the event Buyer

provides written notice of disapproval to Seller and Escrow Agent, then: (a) the Deposit, and any interest earned thereon, shall be immediately returned to Buyer; and (b) the Materials shall be returned to Seller and any requested studies and reports shall be delivered to Seller upon reimbursement by Seller to Buyer as provided in Section 7.2 above; (c) this Agreement shall be deemed terminated and the escrow canceled; and (d) except as provided in 7.3 above, the parties shall be relieved of any further obligations to each other with respect to the purchase and sale of the Property. Buyer's failure to provide written notice of disapproval shall be deemed an approval of the Review. Both parties shall execute promptly those documents reasonably requested by Escrow Agent or the other party to evidence termination of this Agreement.

7.5 Inspection Period, Extension: The Inspection Period shall begin on the Effective Date and shall extend ninety (90) days. The Inspection Period may be extended by Buyer upon written notice to Seller at any time prior to the conclusion of the ninety (90) day period for an additional thirty (30) days, in Buyer's sole and absolute discretion, to continue the Review.

**8. Termination by Buyer or Seller.** In the event any contingency or condition set forth in paragraph 5 is not satisfactory to Buyer or Seller or a condition that can reasonably be cured is not cured by Seller to Seller's or Buyer's satisfaction before the expiration of the Investigation Period or Closing, Buyer or Seller shall be entitled to terminate this Agreement. Should Buyer or Seller elect to terminate this Agreement in the event any contingency or condition set forth in paragraph 5 is not satisfactory, Buyer shall be entitled to receive a full refund of the Earnest Money Deposit.

**9. Possession.** Seller shall deliver possession of the Property to Buyer at closing.

**10. Closing Costs.**

10.1 The premium cost and expense for the title commitment, and owner's policy of title insurance, the cost of deletion of standard exceptions 1 through 4, 5, 6, and 8 and modification of exception 7 shall be paid by Buyer. Buyer shall bear the cost of any Appraisal previously obtained by Buyer. Buyer shall bear one-half (1/2) the cost of any closing fees not set forth above.

10.2 Seller shall bear one-half (1/2) the cost of any closing fees not allocated to Buyer.

**11. Closing.** Closing shall occur within fifteen (15) business days following the later of the expiration of the Inspection Period or approval by the State Board of Finance unless extended by mutual agreement of the parties. Any assessments shall be prorated between the parties as of the actual closing date.

**12. Post Execution of Documents.** After execution of the documents, the Title Company shall make such searches of the public records as may be necessary to enable it to issue the title insurance policy required under this Agreement, whereupon, if such searches are

satisfactory, it shall (a) file the quitclaim deed for record, (b) deliver the deed and title insurance policy to Buyer and (c) disburse the funds as shown on the closing statements. If such searches are not satisfactory, then the transaction shall be deemed not to have closed, and the Title Company shall hold the unrecorded documents and funds thereafter as agent for the parties. In such event, the documents and funds shall be delivered pursuant to a written agreement signed by the parties or an order of the court specifying the disposition thereof.

**13. Default; Specific Performance.** In the event all other conditions of this Agreement required to be performed by Seller has been performed, and Buyer fails to close on the Closing Date, then and in that event, Seller shall be entitled to retain Buyer's Earnest Money Deposit as Seller's sole and exclusive remedy. In the event Buyer has performed all conditions required to be performed by Buyer, and Seller fails to close, Buyer shall be entitled to seek specific performance of this Agreement.

**14. Seller's Representations.** Seller represents to Buyer that the following statements are true and correct as of the date hereof and shall be as of the Closing Date:

14.1 Seller is a duly constituted and elected local governing body of the State of New Mexico and has full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

14.2 Seller has not received any governmental notice of hazardous or toxic materials, substances, pollutants, contaminants or wastes have been released into the environment, or deposited, discharged, placed, recycled or disposed of at, on or near the Property

14.3 The Property has not been used at any time by Seller as a landfill or waste disposal site;

14.4 There is no existing or contemplated lease, tenancy agreement, contract or other agreement or occupation with respect to all or part of the Property other than as expressly disclosed in this Agreement;

14.5 Seller has not received notice of nor has actual notice or actual knowledge of any contemplated plans by any governmental authority to condemn any portion of the Property for roadway, power line or any other similar purpose;

14.6 Until closing, Seller will maintain the Property and all portions thereof in its current condition, reasonable wear and tear excepted.

14.7 Seller will not enter into any new leases, contracts, agreements, or instruments or make any material modifications to any existing leases, contracts, agreements, or instruments which, in either case may: (a) affect the ownership, use or development of the Property, or (b) by its terms would not be fully performed before the Closing Date, without the prior written consent of Buyer, and (c) will not knowingly use, generate, manufacture, store or

dispose of, on or under the Property or any part thereof, or transfer to or from the Property or any part thereof, any Hazardous Materials.

14.8 The sale of the Property has been authorized by all necessary action on the part of Seller, and the persons who have executed and delivered this Agreement and all other instruments required under this Agreement on behalf of Seller have been duly authorized to execute the same on behalf of Seller;

14.9 Seller is not in breach or violation of, and the execution, delivery and performance of this Agreement will not result in a breach or violation of, any of the provisions of Seller's governing documents or any agreement to which it is a party or otherwise bound, or constitute a violation of any law, rule, regulation or any court order or decree applicable to Seller;

14.10 This Agreement is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except in each case as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally;

14.11 There is no action, claim, litigation, proceeding or governmental investigation pending against Seller or the Property or, to Seller's best knowledge, threatened, against Seller which might directly or indirectly, have a material adverse effect upon the use, title, operation or development of the Property; and

14.12 Neither Seller nor, to Seller's best knowledge, any other person has used, generated, manufactured, stored or disposed of, on or under the Property or any part thereof, or in the immediate vicinity thereof, or transferred to or from the Property or any part thereof, any "Hazardous Materials." For purposes of this Agreement, "Hazardous Materials" are defined as any radioactive materials, hazardous waste, toxic substances, petroleum products or by-products, or any other materials or substances which under federal, state or local law, ordinance, governmental regulation or rule would require Buyer's removal, remediation or clean up, including, without limitation, substances defined as "extremely hazardous substances," "hazardous substances," "hazardous materials," "hazardous waste," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11001-11050; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resources Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; and in the regulations adopted and publications promulgated pursuant to said laws.

15. **Buyer's Representations.** Buyer represents to Seller the following statements are true and correct as of the date hereof and shall be as of the Closing Date:

15.1 Buyer is a political subdivision of the State of New Mexico and its Board of County Commissioners has authorized the County Manager to enter into this Agreement and all

documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder;

15.2 Buyer has full right, power and authority to enter into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder; and

15.3 The execution and delivery of this Agreement and consummation of the sale contemplated hereby will not conflict with any agreement to which Buyer is bound, or result in any breach or violation of any law, rule, regulation or any court order or decree applicable to Buyer.

16. **Mutual Covenants.** Following the mutual execution of this Agreement, Seller and Buyer shall deliver to each other and Escrow Agent any documents reasonably requested by Escrow Agent evidencing that each has the authority to enter into this Agreement and to consummate the transactions contemplated hereby.

17. **Non Appropriation.** The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made each to the Seller and the Buyer, by the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years to the Seller, this Agreement shall terminate upon twenty (20) calendar days written notice by the Seller to the Buyer. If sufficient appropriations and authorizations are not made in this or future fiscal years to the Buyer, this Agreement shall terminate upon twenty (20) calendar days written notice by the Buyer to the Seller. Such notice of termination shall be without penalty to the Seller or the Buyer, as the case may be, and neither the Seller nor the Buyer shall have a duty to reimburse the other for expenditures made in the performance of this Agreement incurred after written notice to the non-terminating party is provided pursuant to this paragraph. Neither party is expressly committed to expenditure of any funds until such time as the funds are programmed, budgeted, encumbered and approved for expenditure by the respective governing Board. The Seller's and Buyer's decisions, respectively, as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the other party.

18. **Brokers.** The parties hereby expressly acknowledge that no brokers have been involved in this transaction. In the event any claim is asserted by any real estate broker that compensation of any kind is due to it arising from or related to this transaction, the party against whom such claim is asserted shall be solely responsible for payment or defense of such claim or claims.

19. **Facsimile Transmissions; Notices; Delivery.** The facsimile transmission of an executed copy or any addenda to the other party shall constitute delivery of the executed document. Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered if delivered by facsimile transmission as provided above, personally delivered to the party at the addresses set forth with the signatures of the parties, or

upon deposit of the same in the United States mail, postage prepaid, addressed to the party at such address or any subsequent address delivered in accordance herewith.

20. **Entire Agreement; Governing Law; Binding Effect; Joint Preparation.** This Agreement, together with any exhibits, addenda or documents referred to in or supplied pursuant to the terms of this Agreement, contains the entire agreement between the parties and may not be modified in any manner except by an instrument in writing signed by all parties. This Agreement shall be governed by New Mexico law. Any disputes arising from this Agreement shall be brought solely in the First Judicial District Court, Santa Fe County, New Mexico. This Agreement shall be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. The parties may not assign this Agreement or any rights or obligations hereunder, by operation of law or otherwise, without prior written consent of the other party. Seller and Buyer acknowledge that this Agreement was prepared jointly and as a joint effort and shall not be construed against either party. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instruments. All stated provisions and representations contained in this Agreement shall survive conveyance of the Property.

In witness whereof the Parties have executed this Agreement as of the date(s) below:

OFFERED BY:

**Buyer:** Board of County Commissioners, Santa Fe County

By: Katherine Miller  
Katherine Miller  
Santa Fe County Manager

Date: 12-30-13; Time: 10:43 am

Approved as to form

Stephen C. Ross Date: 12/30/13  
Stephen C. Ross  
Santa Fe County Attorney

Santa Fe County Finance Department

Teresa C. Martinez Date: 12/27/13  
Teresa C. Martinez  
Director

Address for Notices to Buyer:

The County of Santa Fe  
102 Grant Ave.  
P.O. Box 276  
Santa Fe, NM 87504-0276  
Attn: Stephen C. Ross  
Telephone: 505-986-6279 Facsimile: 505-986-6362

**Accepted:**

**Seller:** Board of Education, Pojoaque Valley Public School District

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_; Time: \_\_\_\_\_

Address for Notices to Seller:

Pojoaque Valley Public Schools  
Attention: Superintendent  
Post Office Box 3468, Pojoaque Station  
Santa Fe, NM 87501-0468

Address for Notices to Buyer:

The County of Santa Fe  
102 Grant Ave.  
P.O. Box 276  
Santa Fe, NM 87504-0276  
Attn: Stephen C. Ross  
Telephone: 505-986-6279 Facsimile: 505-986-6362

**Accepted:**

**Seller:** Board of Education, Pojoaque Valley Public School District

By: J. David Ortiz  
President

Date: 1-10-14; Time: 9:15 a.m.

Address for Notices to Seller:

Pojoaque Valley Public Schools  
Attention: Superintendent  
Post Office Box 3468, Pojoaque Station  
Santa Fe, NM 87501-0468



EXHIBIT A

A tract of land being all of Private Claim 194, Exception 143, and portions of Private Claim 195, Exception 144, and Private Claim 196, Exception 145, of the Pojoaque Pueblo Grant, Section Seven (7), Township Nineteen (19) North, Range Nine (9) East, N.M.P.M., Santa Fe County, New Mexico, more particularly described as follows:

Beginning at the most westerly point of the tract herein described, which point is marked by a U.S.G.L.O. Brass Cap set for Angle Point 3 of Private Claim 194, Exception 143 of the Pojoaque Pueblo Grant, thence from said point and place of beginning, along the following bearings and distances:

N 78 deg. 27' E 208.56 feet;  
N 89 deg. 15' E 403.59 feet;  
N 88 deg. 31' E 165.65 feet;  
S 04 deg. 53' W 84.80 feet;  
S 84 deg. 10' E 129.50 feet;  
N 18 deg. 01' 32" E 26.59 feet;  
S 52 deg. 50' 54" E 68.20 feet;  
S 34 deg. 48' 32" W 336.93 feet;  
S 54 deg. 58' 00" E 194.06 feet;  
S 35 deg. 02' W 352.34 feet;  
N 57 deg. 54' W 340.89 feet;  
N 55 deg. 46' W 230.30 feet;  
N 55 deg. 15' W 273.90 feet;  
N. 03 deg. 46' W 271.26 feet,

to the point and place of beginning. All as shown on plat of survey by Morris Apodaca, dated June 20, 1983.

Being and intended to be the same property as shown on "Plat of Survey for Pojoaque Valley School District 'Little League Facility' Lying Within Exception 143, Private Claim 194 Exception 144, Private Claim 195, Exception 145, Private Claim 196 Within the Pojoaque Pueblo Grant Within Section 7 Township 19 North, Range 9 East, New Mexico Principle Meridian County of Santa Fe, State of New Mexico" prepared by Cipriano Martinez N.M.P.L.S. Reg. No. 3995, and recorded on March 20, 2002, as Document No. 1197,932 in Plat Book 496 page 009, records of Santa Fe County, New Mexico.

