

**MEMORANDUM OF AGREEMENT  
BETWEEN  
200 WEST DeVARGAS STREET ASSOCIATION  
and  
SANTA FE COUNTY**

THIS MEMORANDUM OF AGREEMENT, hereinafter "**Agreement**" is entered into as of the last date signed below and is made by and between Santa Fe County, a New Mexico political subdivision, hereinafter referred to as the "**County**" and the 200 West DeVargas Street Association, a New Mexico nonprofit corporation, hereinafter referred to as the "**Association**".

WHEREAS, the County has found it necessary to utilize eight (8) parking rental spaces from the Association for the District Attorney's Office and law enforcement personnel (and not for public parking) and to continue with the County's Courthouse well monitoring remediation activities on the Association's western parking lot area for the benefit of adjoining property owned by the County (new District Courthouse); and

WHEREAS, the Association is willing to allow the County access to, and parking space on, properties owned by the Association and continued remediation and monitoring activities on and under the Association's western parking lot areas as identified hereafter under the following terms and conditions, and the County is agreeable to said terms and conditions;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. This Agreement shall be effective upon the date of last signature by the parties. For purposes of the County's payment of the parking rates provided for in this Agreement, the effective date for such payment shall be July 1, 2013 and the term of this Agreement shall be five (5) years. This Agreement shall terminate June 30, 2018, unless earlier terminated pursuant to paragraph 4 herein.
2. This Agreement encompasses the following properties and the rental rates to be included herein:
  - A. Eight (8) parking spaces in the west parking lot of the Association opposite the District Attorney's Office as shown on Exhibit A hereto at the rental rate of \$80.00 per space per month, for use for the District Attorney's Office and law enforcement personnel (and not for public parking), subject to the Association's right to relocate said spaces within the west parking lot on the south side, and/or in the expanded grassy remediation area, for a total of \$640.00 per month;
  - B. An additional fee of \$360.00 per month so the County will have additional access to the western parking lot and grassy area (former location of burn

off unit) for continued remediation activities and well monitoring, as further described and depicted on Exhibit A hereto, which includes consent for the New Mexico Environment Department to have access to the Association's property described in Exhibit A attached hereto for their well monitoring.

3. Payment of the above-recited amounts (total \$800 a month) by the County shall be made upon receipt of an invoice from the Association and in accordance with the statutory requirements for payments thereon, and payment shall be made payable to "200 West DeVargas Street Association" and mailed to the Association's accounting, to-wit: Larry Cornelius, CPA, Certified Public Accountants, P.C., P.O. Box 90039, Albuquerque, New Mexico 87199, in the total monthly rental amount of \$1,000.00.
4. This Agreement may be terminated by either party upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination.
5. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement.
6. This Agreement is contingent upon sufficient annual appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or if State funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Association. Such termination shall be without penalty to the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final.
7. Notices required to be sent and received under this Agreement are as follows:

County  
Santa Fe County Attorneys Office  
P.O. Box 276  
Santa Fe, NM 87504

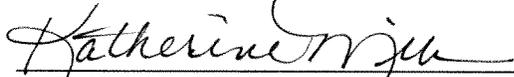
Association  
200 West DeVargas Street Association  
c/o Joseph F. Canepa, Its President  
200 West DeVargas, Suite 7  
Santa Fe, NM 87501

8. Upon its receipt of all payments due under this Agreement, the Association releases the County, its elected officials, officers, agents, and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement. However, the County shall provide the Association with a Certificate of Liability / Property Insurance covering their activities on Association property.

9. If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.
10. This Agreement was not intended to and does not create any rights in any persons not a party hereto.
11. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*
12. This Agreement shall not be altered, changed, or amended except by an instrument executed in writing signed by all parties.
13. This Agreement encompasses all of the terms, conditions, and understandings between the parties and is intended to replace the prior Memorandum of Agreement between the parties dated January 5, 2010 which has been otherwise terminated by these parties.

IN WITNESS WHEREOF, the parties set their hands:

**SANTA FE COUNTY:**

  
KATHERINE MILLER, COUNTY MANAGER

**APPROVED AS TO FORM:**

 7/3/13  
Stephen C. Ross  
Santa Fe County Attorney

**FINANCE DEPARTMENT:**

 8/6/13  
Teresa Martinez  
Santa Fe County Finance Director

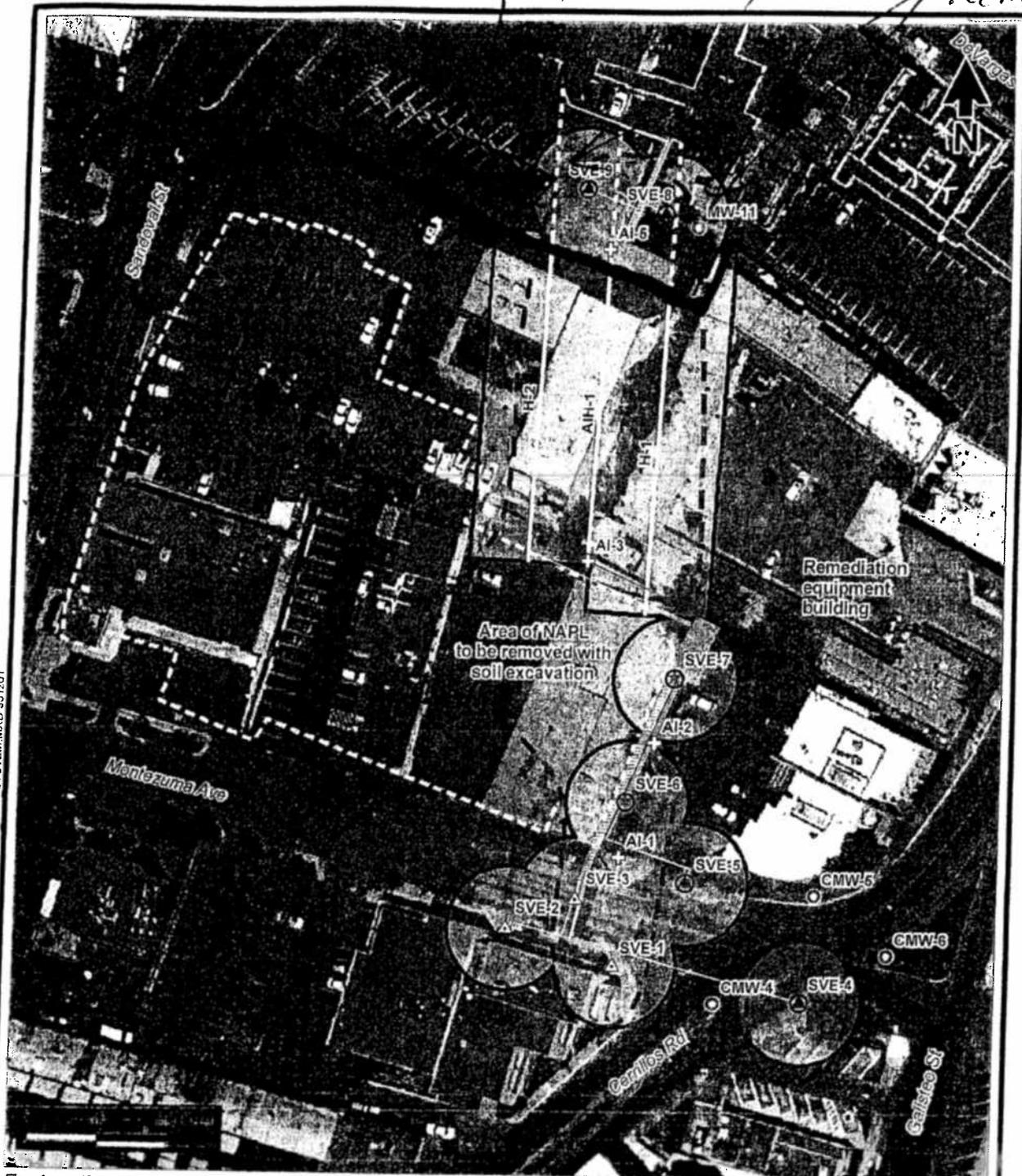
**200 WEST DeVARGAS STREET  
ASSOCIATION**

 8/8/13  
Joseph F. Canepa, Its President



6 DA parking spots

Wells Remediation



**Explanation**

- △ Montezuma UST Site SVE well
- ⊗ Existing monitor well used for SVE
- Proposed monitor well
- ⊕ Proposed SVE well location
- ⊕ Proposed air injection well
- Proposed horizontal SVE well
- Proposed SVE pipeline
- Proposed air injection pipeline
- ⊕ Approximate extent of NAPL
- ⊕ Estimated SVE area of influence

Sources: 1. RGIS aerial photograph dated April 26, 2005 acquired via Google Earth  
 2. Intera, 2009

**MONTEZUMA REMEDIATION  
 Proposed Remediation  
 System Layout**



Daniel B. Stephens & Associates, Inc.  
 10/21/2009 JN ES99 0215

Figure 2

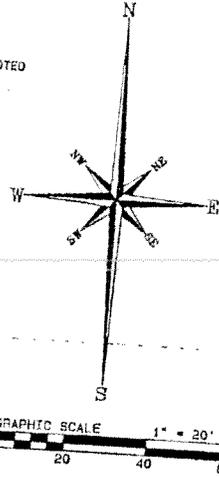
Exhibit A

PROJECT: S09 0215 MONTEZUMA REMEDIATION\GIS\MXD\MONTEZUMA REMEDIATION\PROP REM SYSTEM.MXD 801201

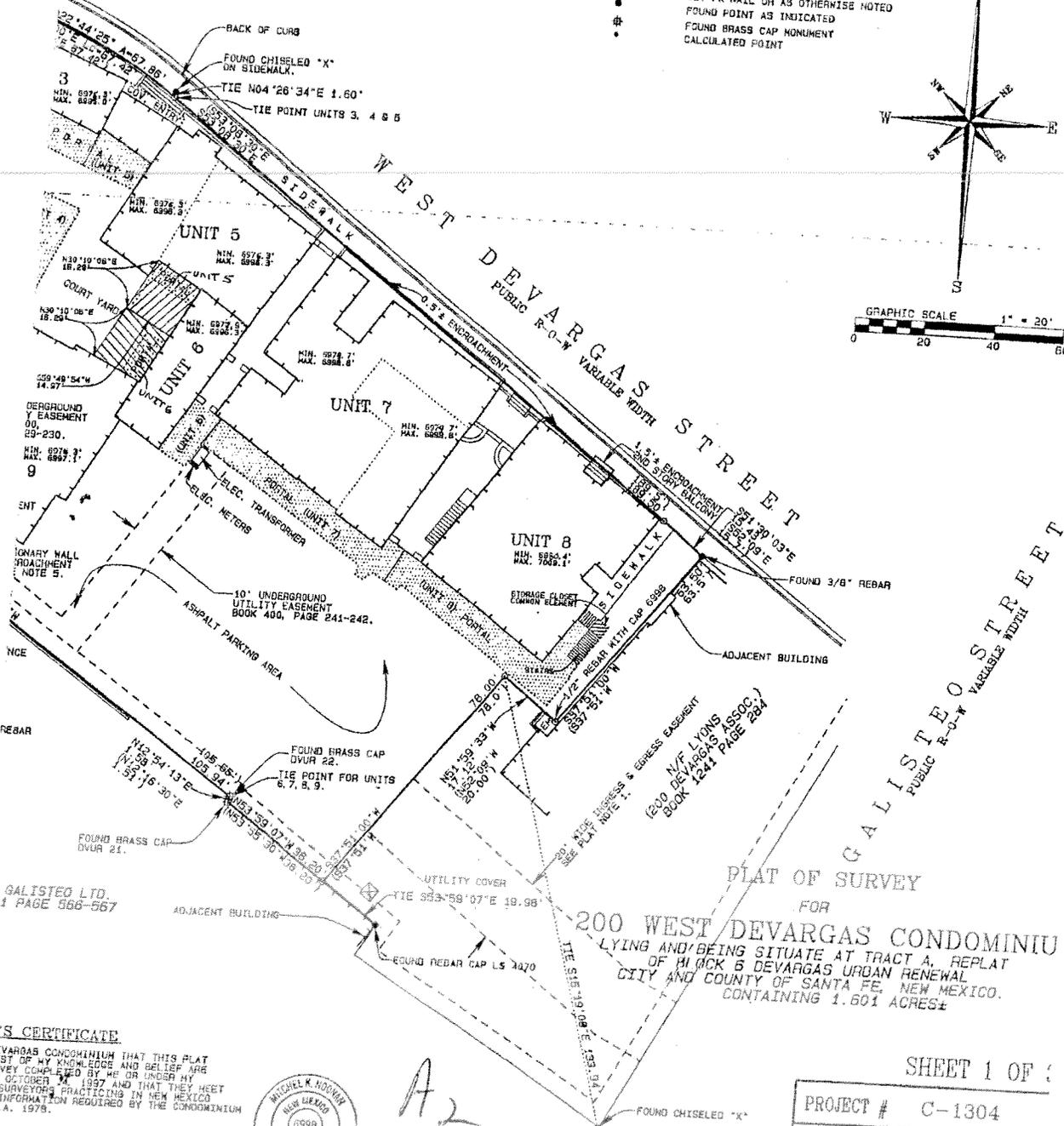


**LEGEND**

- EDGE OF EASEMENT
- BUILDING LINE
- PORTALS
- WOOD FENCE
- COYOTE FENCE
- BOUNDARY LINE
- SET PK NAIL OR AS OTHERWISE NOTED
- ⊕ FOUND POINT AS INDICATED
- ⊙ FOUND BRASS CAP MONUMENT
- CALCULATED POINT



CHISELED "X"  
SHANK,  
INT UNITS 1 & 2.  
TIE N11°33'25"E 2.23'



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(311 PAGE 566-567)

**DR'S CERTIFICATE**  
I, MICHAEL K. HOOD, SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS THE BEST OF MY KNOWLEDGE AND BELIEF AND WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR PRACTICING IN NEW MEXICO IN ACCORDANCE WITH THE INFORMATION REQUIRED BY THE CONDOMINIUM ACT, N.M.S.A., 1978.



A2

SHEET 1 OF 1

PROJECT # C-1304

**SOUTHWEST MOUNTAIN SURVEYS, INC.**  
1114 HICKOX ST., SANTA FE, N.M. 875  
PHONE (505) 982-9429 FAX (505) 986-3

DRAWN BY: J.D.M. DATE: 10/18/07

INDEXING INFORMATION FOR COUNTY CLERK		REVISIONS	
A) NAME:	FILED:	DATE	BY
200 WEST DEVARGAS CONDOMINIUM		11/18/07	JDM
B) SUBDIVISION:	N/A	10/18/07	JDM
C) SECTION 24, T. 17N., R. 9E.			

M.P.L.S. NO. 6898

