

VILLAGE OF ANGEL FIRE, NEW MEXICO

Resolution 2015-25

*Authorizing The Negotiation And Development Of A Lease Of Village Property [7.2+ Acres of Vacant Land on South and East Portions of Tract I of the Village New Wastewater Treatment Plant Site] For The Development And Use For The Generation Of Renewable Energy From Solar Photovoltaic Facilities.*

WHEREAS, the Village of Angel Fire owns forty (40) acres of real property in Colfax County, New Mexico and more particularly described as "Tract I – New Wastewater Plant" in the Special Warranty Deed recorded on 06/19/98 in the real estate records of Colfax County at Book 9, pages 7045 – 7047, (hereinafter, "the Property");

WHEREAS, the Village of Angel Fire has located a Roadway and Lagoon and new Wastewater Treatment Plant on the Property, (hereinafter, "Existing Improvements");

WHEREAS, there is sufficient area within this 40 acre Property for further and other use and development without hindering, limiting or interfering with the Existing Improvements and their current and anticipated use, access, maintenance and operation;

WHEREAS, Kit Carson Electric Cooperative, Inc is soliciting bids for the development of facilities to generate renewable energy from solar photovoltaic facilities in Colfax County and a location for such facilities is needed for such purpose;

WHEREAS, the Property is of sufficient size and location for the purposes needed for the establishment of the generating facility contemplated by Kit Carson in its Request for Proposal; and

WHEREAS, the lease of the Property may be suitable for use and development by the successful bidder awarded the contract pursuant to the Request for Proposal of Kit Carson.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ANGEL FIRE that:

1. The Village Manager and his designee take efforts to negotiate and develop a lease 7.2 acres of vacant land on the south and east portions of the Property to the successful bidder of the above-mentioned Request for Proposal of Kit Carson Electric Cooperative, Inc., (hereinafter, "the Lease") upon the following terms and conditions:

- a. rental of the Property may be paid in monies or in-kind compensation;

b. the Lease may be for up to 25 years; and shall include a reclamation obligation on the Lessee part of the Lease to return the land in as good or better condition at the end of Lease .

c. rental shall be calculated to be paid annually; and, may include a cost of living adjustment and/or adjustment related to the sale of electric power generated therefrom periodically, over time;

d. the use of the Property under the Lease may not hinder, limit or otherwise interfere with the Existing Improvements and their current and projected future use, access, maintenance and operation;

e. the Lease may provide for use by the lessor for up to 7.2 +/- acres of the above-described portion of the Property;

f. the Lease is subject to NMSA 1978, §3-54-1; and

g. the Lease is subject to Village Council review and approval and adoption of an Ordinance approving such Lease in accordance with NMSA 1978, §3-54-1; and

h. other terms and conditions required by law and in the best interests of the Village of Angel Fire and its residents.

PASSED, APPROVED AND ADOPTED BY THE COUNCIL OF THE VILLAGE OF ANGEL FIRE THIS 28<sup>th</sup> DAY OF JULY, 2015



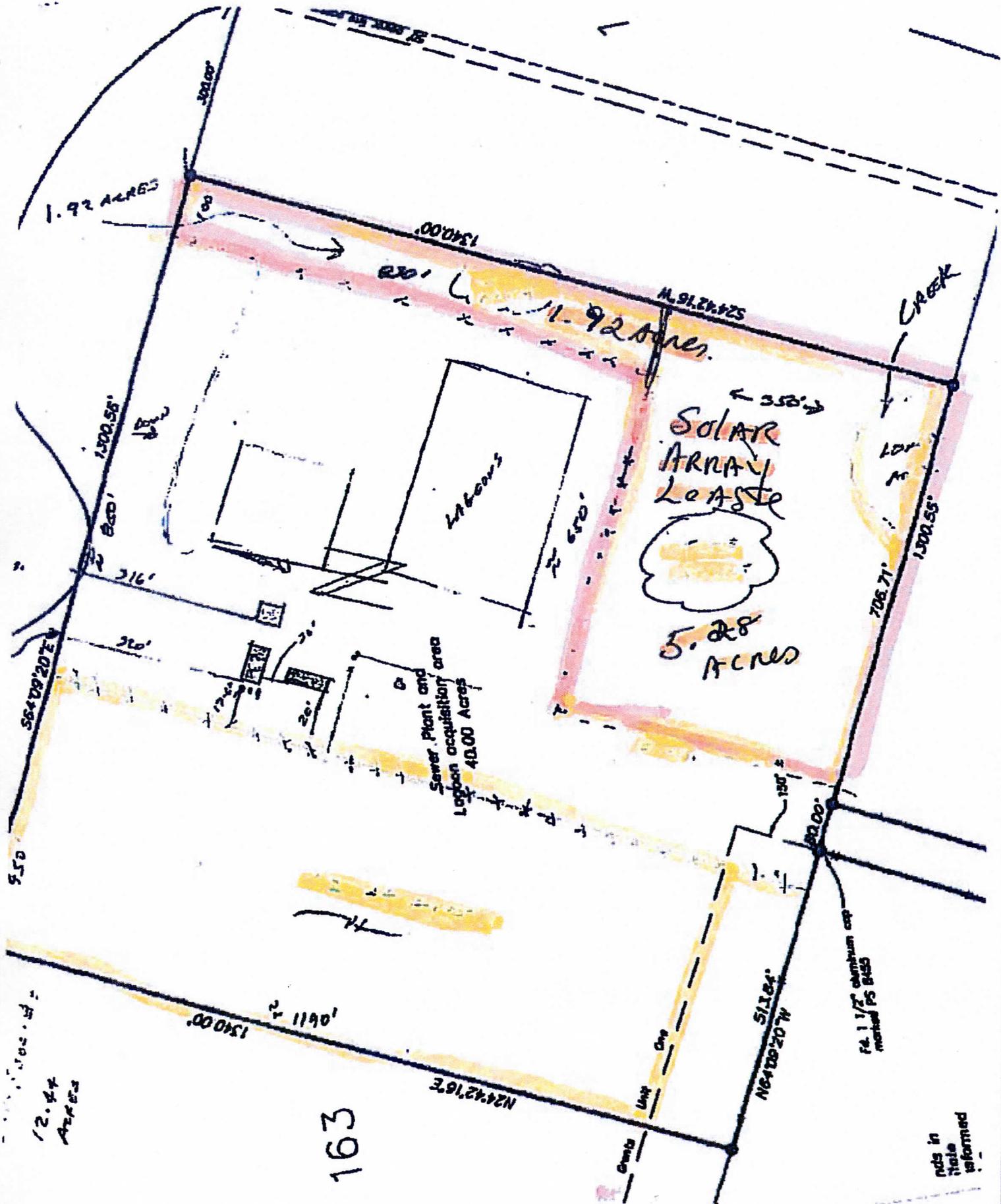
BARBARA COTTAM, MAYOR  
VILLAGE OF ANGEL FIRE

ATTEST:

Approved and adoption by the Council of Village of Angel Fire at its regular/special meeting held on 28 July, 2015.



TERRY CORDOVA, VILLAGE CLERK



12.44 Acres

FA 1 1/2 aluminum cap marked PS 8455

nds in this field informed

N

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GOO

1.92 AC MA

Salmon 5.28 Acres  
Leidos Array  
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1997

Imagery Date: 9/28/2015 26°25'09.06" N 105°15'45.14" W elev 8417ft

