

**VILLAGE OF RUIDOSO
NOTICE OF SPECIAL MEETING**

Notice is hereby given that Lynn D. Crawford, Mayor of the Village of Ruidoso, has called a Special Meeting of the Governing Body of the Village of Ruidoso for Tuesday, February 18, 2025 at 10:00 AM. The Special Meeting will be held at 313 Cree Meadows Dr. Ruidoso NM, 88345. The purpose of the Special Meeting is as follows:

CALL TO ORDER.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE/SALUTE TO THE STATE FLAG.

Salute to the State Flag: "I Salute the Flag of the State of New Mexico, the Zia Symbol of Perfect Friendship Among United Cultures."

ROLL CALL.

AGENDA ITEMS.

1. Public Hearing on Application Submitted by Yester Pub, LLC, D/B/A Ruidoso Bowling Center Located at 1202 Mechem, Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000934.
2. Discussion and Possible Action on Adoption of Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Canyon Road Transfer Station Reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan Canyon Road Transfer Station in the Amount of \$34,463.20.
3. Discussion and Possible Action Regarding a Real Property Donation Agreement Donating Approximately 28 acres +/- in Ruidoso Downs from Ruidoso Properties Irrevocable Management Trust to the Village of Ruidoso and Authorizing the Mayor and Village Manager the Authority to Take Related Administrative Actions Needed to Complete the Donation.
4. CLOSED SESSION:
 - Discussion of the acquisition of real property, approximately 28 acres +/- located in Ruidoso Downs by the Village of Ruidoso. § 10-15-1.H.8, NMSA 1978.

Any action taken as a result of the closed session will be brought back into open session.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and 2025-01. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Jini S. Turri, MMC, Village Clerk

ADJOURN.

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 1.

To: Mayor Crawford and Councilors

Presenter(s): Jini S. Turri, Village Clerk

Meeting Date: February 18, 2025

Re: Public Hearing on Application Submitted by Yester Pub, LLC, D/B/A Ruidoso Bowling Center Located at 1202 Mechem, Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000934.

Item Summary:

Public Hearing on Application Submitted by Yester Pub, LLC, D/B/A Ruidoso Bowling Center Located at 1202 Mechem, Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000934.

Financial Impact:

None.

Item Discussion:

Application Submitted by Yester Pub, LLC, D/B/A Ruidoso Bowling Center Located at 1202 Mechem, Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000934.

Recommendations:

To Approve Application Submitted by Yester Pub, LLC, D/B/A Ruidoso Bowling Center Located at 1202 Mechem, Ruidoso, NM, for Transfer of Ownership of Liquor License DIS-000934.

ATTACHMENTS:

Description

Application for Transfer of Liquor License



January 10, 2025

Certified Mail No.: 7021 2720 0001 2204 9409

Village of Ruidoso

% Jini S. Turri, Village Clerk
 313 Cree Meadows Dr.
 Ruidoso, NM 88355

Name of Applicant: Yester Pub LLC
 Doing Business As: Ruidoso Bowling Center
 Proposed Location: 1202 Mechem, Ruidoso, NM 88345

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing.** Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;



Rec'd 1/22/25 - jst

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Transfer of Ownership of Liquor License DIS-000934.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Desirae Griego

Desirae Griego | Admin Law Judge / Hearing Officer
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Desirae.Griego@rld.nm.gov | www.rld.nm.gov/abc/
(505)-795-4091

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement



725-244 Application placed on hold by Mr. Underwood

Ready to Proceed as of 12-5-24



Received

JUN 11 2024

Alcoholic Beverage Control

STATE OF NEW MEXICO
LLE LUJAN GRISHAM, GOVERNOR
Clay Bailey, Superintendent
Phillip A. Sanchez, Director

Transfer of Dispenser Type Liquor Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$ 200 Received on: 6-11-24 Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____
Application Number: _____ Local Option District: _____

License Number: 2540 DIS-000934 License Type: Inter-Local Dispenser
Record Owner of Existing License: DANA Enterprises, INC.
Current D/B/A Name: Ruidoso Bowling Center
Current Premises Address: 1202 Medchem, Ruidoso, New Mexico 88345
Current LOD: Ruidoso Is License moving out of Local Option District? Yes No

Check appropriate boxes:
Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only
Applicant is Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME OF APPLICANT: Yester Pub LLC
D/B/A Name to be used: Ruidoso Bowling Center Business Phone No: 214-202-8655
Mailing Address: 1202 Medchem, Ruidoso, NM 88345
Email (required): KAMABOZEMAN@gmail.com
Physical location where license is to be used: 1202 Medchem, Ruidoso, NM 88345
County: LINCOLN (Include street number / highway number / state road, city, state, and zip code)

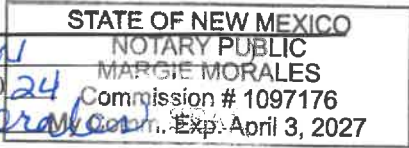
Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: 2540 Dispenser
Contact Person: John Underwood Phone #: 575-937-2888 Email: junderwoodlaw@windstream.net

I, (print name) KAMA BOZEMAN, as (title) Managing Member being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: Kama Bozeman Date: 5-29-21

Notary Public Use Only: (State of New Mexico, County of Lincoln)
SUBSCRIBED AND SWORN TO before me this 29th day of May, 2024
By: KAMA BOZEMAN Notary Public: Margie Morales
Date my Commission Expires: 04/03/2027



Local Option District Use Only: Local Governing Body of _____ City, County, Village
Public Hearing held on _____ 20____ Please check one: Approved Disapproved
Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: Approved Disapproved, _____
Signed by Director: _____ Date: _____



1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached

Leased by Applicant, copy of lease/document attached

Other (provide details): Being Purchased by Applicant. Purchase Agreement Attached

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Natalie Cecil

B. Date and Term of Lease: N/A

3. Premises location is Zoned (example C-1, see Zoning Statement): C-2 Commercial

Zoning Statement attached, Yes No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: One Church Miles/feet: .3 mile

Address/location of Church: 1232 Mathew, Ruidoso, NM

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: White Mountain Elementary Miles/feet: 1.1 mile

Address/location of School: 203 White Mountain Dr. Ruidoso, NM

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: Hotel Lounge Package Grocery Racetrack

Restaurant Craft Distiller Small Brewer Winery Wholesaler

Other (specify): Boasting Alley

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.





May 28, 2024

**CONFIRMATION OF ZONING REGULATIONS:
1202 Mechem Dr., Ruidoso, New Mexico**

Per your inquiry regarding the applicability of zoning codes of the subject property within the corporate boundaries of the Village of Ruidoso, please reference the following confirmation of existing regulations.

Current Property Owners:

David & Natalie Cecil

Subdivision: Airport West 2nd
Addition

Legal Description:

Block 1, Lot 10

Physical Address: 1202 Mechem Dr.,
Ruidoso, New Mexico 88345

Zoning Designation:
C-2 Commercial District

Property Size: 37467 sq. ft.



VOR.DBO.Zoning_Districts
ZONING

- AR-1 Agricultural Residential District
- C-1 Neighborhood Commercial District
- C-2 Community Commercial District
- C-3 Midtown Commercial District
- C-4 Heavy Commercial District
- I-1 Industrial District
- M-1 Low-Density Mobile Home District
- M-2 Medium-Density Mobile Home District
- PUD Planned Unit Development District
- PUD-C Planned Unit Development Commercial District
- PUD-M Planned Unit Development Mixed District
- R-1 Single-Family Residential District
- R-2 Two-Family Residential District
- R-3 Multiple-Family Residential District
- R-4 High-Density Residential District

Received

JUN 11 2024

Alcoholic Beverage Control

1202 Mechem Meadow Dr • Ruidoso, NM 88345 • 505 258 0000 • FAX 505 258 3661

Confirmation of Conformity Status:

In accordance with §54-100 of the Municipal Code of the Village of Ruidoso, the above-referenced property is situated within the C-2 Community Commercial District. The purpose of the district is to provide for low-intensity retail or service outlets which deal directly with the consumer for whom the goods or services are intended. The uses allowed in this district are to provide goods and services on a community market scale and should be located in areas which are serviced by arterial street facilities.

Confirmation of Applicable Codes:

Village of Ruidoso Municipal Code - Land Use Chapter §54-100

(b) Principal permitted uses. Principal permitted uses in the C-2 district are as follows:

(14) Restaurants or prepared foods, including alcoholic beverages served in conjunction with food service.

(17) Entertainment, recreational, health and exercise facilities.

Please be advised that this should not be construed as a zoning determination or any form of approval, nor should it be interpreted as a guarantee of future regulations. Furthermore, zoning codes, regulations and district designations are all subject to change by Council action subject to the requisite public hearings.

Should you have any questions in the meantime, please feel free to contact me at 575-258-6999 ext. 1061 or email at StephanieWarren@Ruidoso-NM.gov.

Confirmed by:



Stephanie J. Warren
GIS Coordinator/Planner
Community Development Department
Village of Ruidoso

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 2.

To: Mayor Crawford and Councilors

Presenter(s): Jerry Parsons, Solid Waste Manager

Meeting Date: February 18, 2025

Re: Discussion and Possible Action on Adoption of Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Canyon Road Transfer Station Reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan Canyon Road Transfer Station in the Amount of \$34,463.20.

Item Summary:

Discussion and Possible Action on Adoption of Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Canyon Road Transfer Station Reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan Canyon Road Transfer Station in the Amount of \$34,463.20.

Financial Impact:

Within the Solid Waste Fund a reserve will be created in the amount of \$34,464.00 for future closure costs of the Transfer Station on Gavilan Canyon Road.

Item Discussion:

Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Canyon Road Transfer Station Reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan Canyon Road Transfer Station in the Amount of \$34,463.20.

Recommendations:

To Approve Adoption of Resolution 2025-07, a Resolution Establishing a Restricted Cash Account and Related Liability Account in the Gavilan Canyon Road Transfer Station Reserve Fund to Provide Funds for Future Closure and Post Closure Costs at the Facility Known as the Gavilan Canyon Road Transfer Station in the Amount of \$34,463.20.

ATTACHMENTS:

Description
Estimate



February 12, 2025

#4B33447

Mr. Jerry Parsons
Solid Waste Manager
Village of Ruidoso
107 Close Road
Ruidoso NM 88345
JerryParsons@ruidoso-nm.gov

Re: 2025 Closure/Post Closure Care Cost Estimate for Financial Assurance, Gavilan Canyon Transfer Station, Lincoln County, New Mexico

Dear Mr. Parsons:

Souder, Miller & Associates (SMA) is pleased to provide this update to the cost estimate for closure of the Village of Ruidoso Gavilan Canyon Transfer Station. It is submitted at your request, and in accordance with the requirements of the New Mexico Solid Waste Rules, 20.9 NMAC.

The attached cost estimate adjusts the initial 2013 closure costs for inflation utilizing the Consumer Price Index (CPI) as released by the United States Bureau of Labor Statistics (BLS). The most recent CPI for 2024 was 2.9% (US BLS, USDL-25-0021, January 15, 2025).

The updated 2025 estimated total cost for closure for the Gavilan Canyon Transfer Station is \$34,463,20.

If you have any questions or comments, please feel free to call me at 505.595.7762 or e-mail me at matthew.earthman@soudermiller.com.

Sincerely,
SOUDER, MILLER & ASSOCIATES

Matthew A. Earthman, P.G.
Senior Geoscientist

encl. Transfer Station Financial Assurance Closure Cost Estimate Form for 2025

**Transfer Station
Financial Assurance Closure Cost Estimate Form
For 2025 - Submit by February 14, 2025**

Facility Name:	Gavilan Canyon Transfer Station	Permit No.	SWNM-141403	
Facility Owner:	Village of Ruidoso	Phone/Cell No.	575	257-1502
Prepared by:	Matthew Earthman; Souder, Miller & Associates	Phone/Cell No.	505	595-7762
Email:	matthew.earthman@soudermiller.com	Date Prepared	2/12/2025	
Facility Address:	430 Gavilan Canyon RD, Ruidoso, NM	Financial Assurance Mechanism(s) Used:		
		Local Government Reserve Fund		

Please note estimates must be developed as a Worst -Case Cost Scenarios

Cost Estimate By Task	Task
Total Waste Removal Costs	\$ 9,649.70 Includes stockpiles, and site clean-up (specify loading /hauling rate, \$/mile/round trip) (Number of tons, estimated number of trips, \$/ton for tipping fees)
Removal of recyclables or scrap metal	\$ 5,514.11 Includes recyclables, brush and tree waste, wood chips or other materials. (Costs for removal, hauling, or delivery to appropriate locations or recycling facility)
Removal of old equipment/vehicles	\$ 4,135.58 Removal of deliver trucks, roll-off boxes and scrap materials. (Obtain estimates for delivery to scrap dealer, note any payments for scrap to offset these costs)
Removal of Scales	\$ 5,514.11 Sell scales if possible, and if not, take to scrap dealer. (Note estimate \$ amount)
Building clean-up/repair	\$ 5,514.11 Obtain services for professional clean-up/repair of building.
3rd party overseer costs	\$ 4,135.58 Cost of obtaining and using a qualified 3 rd party to oversee site closure and provide closure certification documentation.
Consumer Price Index	2.90% Annual Consumer Price Index (CPI) Percentage for 2024 (Dec 2023 to Dec 2024) from US Bureau of Labor Statistics.
Increase due to Inflation	\$ 971.27 Increase from 2024 costs due to 2.9% inflation. ***Note: this cost is already included in subtotals above.
Total Estimated Cost	\$ 34,463.20 Subtotal + Increase due to Inflation

Address the following Notes and Assumptions to explain how estimate costs were obtained, add others as necessary.

Notes and Assumptions:

1. Clean -up costs to labor, equipment to clean-up facility, site and washdown facility
2. Dollar amount obtained from quotes or estimates for tasks
3. Cost estimate assumes on-site accumulation of 140 tons @ current rate tons received/per/day, and average operational
4. Waste and residues will be loaded into what size bins _____ or tractor trailers 20 ton/7 loads
5. Provide Name of landfill that wastes will be disposed. Otero Greentree = \$50/ton
6. Provide facility name where remaining recyclables or scrap metal will be delivered.
Provide costs for transport, and any fees. Albuquerque = \$40/ton
7. Provide name, address and qualifications of the 3rd party overseer and hourly cost for services. TBD

VILLAGE OF RUIDOSO

RESOLUTION NO. 2025-07

A RESOLUTION ESTABLISHING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE GAVILAN CANYON ROAD TRANSFER STATION RESERVE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE AND POST CLOSURE COSTS AT THE FACILITY KNOWN AS THE GAVILAN CANYON ROAD TRANSFER STATION

WHEREAS, the Village of Ruidoso is completing the permitting process to operate a solid waste management facility as the Gavilan Canyon Road Transfer Station; and

WHEREAS, the post-closure care period of the Gavilan Canyon Road Transfer Station is expected to be minimal; and

WHEREAS, the required closure activities are expected to be limited in extent; and

WHEREAS, the Solid Waste Management Rules in 20.9.2-20.9.10 NMAC require the owner or operator shall establish financial assurance for adequate closure and post-closure care, Phase I and Phase II assessments and corrective action costs in compliance with 20.9.2-20.9.10 NMAC and orders pursuant to such rules by the Secretary of the State of New Mexico Environment Department (“Secretary”); and

WHEREAS, the Village of Ruidoso will request via a letter to the New Mexico Environment Department, Solid Waste Bureau to waive the post-closure inspection and maintenance as part of the permit application as specified in 20.9.6.12 NMAC; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF RUIDOSO, NEW MEXICO:

Section 1. The Village of Ruidoso establish a restrict cash account and related liability account in the Gavilan Canyon Road Transfer Station Reserve Fund in the amount of the current closure cost estimate of \$34,463.20 (to be used solely to fund future closure costs in compliance with 20.9.2-20.9.10 NMAC and orders pursuant to such rules by the Secretary for Gavilan Canyon Road Transfer Station.

Section 2. That each year the Village of Ruidoso shall include as part of its annual budget submittal an amount to be appropriated for transfer into the restricted cash account with a related liability account for the unspent appropriations in the amount of one twentieth of the unfunded balance of the closure cost estimate. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the original cost estimate of \$34,463.20 as prescribed in 20.9.10.9A NMAC to build a fund sufficient to assure closure costs for the Gavilan Canyon Road Transfer Station by the year 2034.

Section 3. That withdrawals from the restricted cash account shall only be done with the approval of the Village Manager and only be for the purposes of closure expenditures in compliance with 20.9.2-20.9.10 NMAC and orders pursuant to such rules by the Village Manager for the Gavilan Canyon Road Transfer Station.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2025.

BY:

Lynn D. Crawford-Mayor

Attest:

Jini S. Turri, MMC-Village Clerk

Village Clerk

AGENDA MEMORANDUM

Village of Ruidoso

Agenda Item - 3.

To: Mayor Crawford and Councilors

Presenter(s): Lynn D. Crawford, Mayor
Ronald L. Sena, Village Manager

Meeting Date: February 18, 2025

Re: Discussion and Possible Action Regarding a Real Property Donation Agreement Donating Approximately 28 acres +/- in Ruidoso Downs from Ruidoso Properties Irrevocable Management Trust to the Village of Ruidoso and Authorizing the Mayor and Village Manager the Authority to Take Related Administrative Actions Needed to Complete the Donation.

Item Summary:

Discussion and Possible Action Regarding a Real Property Donation Agreement Donating Approximately 28 acres +/- in Ruidoso Downs from Ruidoso Properties Irrevocable Management Trust to the Village of Ruidoso and Authorizing the Mayor and Village Manager the Authority to Take Related Administrative Actions Needed to Complete the Donation.

Financial Impact:

The only financial impact will be the cost of the recording fees with the Lincoln County Clerk, which will be absorbed in the General Fund.

Item Discussion:

Discussion and Possible Action Regarding a Real Property Donation Agreement Donating Approximately 28 acres +/- in Ruidoso Downs from Ruidoso Properties Irrevocable Management Trust to the Village of Ruidoso and Authorizing the Mayor and Village Manager the Authority to Take Related Administrative Actions Needed to Complete the Donation.

Recommendations:

To Approve Real Property Donation Agreement Donating Approximately 28 acres +/- in Ruidoso Downs from Ruidoso Properties Irrevocable Management Trust to the Village of Ruidoso and Authorizing the Mayor and Village Manager the Authority to Take Related Administrative Actions Needed to Complete the Donation.

ATTACHMENTS:

Description

Real Property Donation Agreement

REAL PROPERTY DONATION AGREEMENT

THIS DONATION AGREEMENT (the "Agreement"), dated this ____ day of _____, 2025, is by and between Ruidoso Properties Irrevocable Management Trust, a trust organized in accordance with the laws of New Mexico ("Donor"), and the Village of Ruidoso, a New Mexico municipality and political subdivision of the State of New Mexico ("Donee").

NOW, THEREFORE, in consideration of the mutual representations and conditions hereinafter set forth, Donee and Donor now agree as follows:

1. **DEFINITIONS.** As used in this Agreement and any exhibits annexed hereto, unless the context otherwise requires or is otherwise herein expressly provided, the following terms shall have the following meanings.

1.1. Cash: Cash shall mean legal tender of the United States, or a cashier's check or wire transfer of current funds from a bank account designated by Donor.

1.2. Closing Date: Unless otherwise extended by written agreement of the parties, the Closing Date shall occur on or before March 31, 2025, provided all conditions precedent have been fulfilled.

1.3. Deed: A Quitclaim Deed, substantially in the form as contained in Exhibit B.

1.4. Earnest Money: None.

1.5. Execution Date: The date that this Agreement is signed by the last of Donor or Donee.

1.6. Escrow Agent: A local Title Company to be mutually agreed upon at a future date.

1.7. Materials: All documents and reports concerning the Property provided by Donor to Donee as provided in Paragraph 4.1.

1.8. Property: Approximately 28 +/- acres of real property, to be surveyed and to be surveyed and more particularly described in the Deed.

1.9. Purchase Price: This is a donation of property; the only consideration is the closing costs as enumerated in Section 7.4.

1.10. Donor: Ruidoso Properties Irrevocable Management Trust,
a trust organized pursuant to the laws of New Mexico

Address: Attn: Philip Sanchez, Trustee
c/o Spann, Hollowwa, & Artley
P.O. Box 1031

Albuquerque, New Mexico 87103

Donee: Village of Ruidoso

Address: Attn: Village Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

1.11. Title Policy: An ALTA Owner's Policy of Title Insurance with endorsements and exceptions acceptable to Donee as enumerated in Sections 3.1 and 3.2.

2. **DONATION OF THE PROPERTY.**

2.1. Donation. Donor agrees to sell, convey, assign, transfer and deliver to Donee, and Donee agrees to accept from Donor the Property, upon all the terms and conditions set forth herein.

2.2. Purchase Price. The Property will be donated to the Donee on condition that Donor and Donee shall pay all respective prorations and/or each shall pay one half of closing costs.

2.3. Payment of Earnest Money. No earnest money will be required.

2.4. Purpose. It is the intent of this Agreement that Donor shall donate the Property to Donee "as-is," and without representations, warranties or recourse whatsoever.

3. **TITLE AND SURVEY.**

3.1. Procedure for Approval of Title. Within ten (10) days after receipt of a Survey, as described in Paragraph 3.3 below, Donee shall, at its own expense order a commitment for an ALTA Owner's Title Insurance Policy.

The commitment shall show title to the Property in Donor and shall propose to insure the Donee for the fair market value of the property. The commitment shall be issued by the Escrow Agent along with legible copies of all underlying documents referred to therein. Upon receipt of the commitment, Donee shall provide a complete copy to Donor. The commitment and all matters affecting title to, or use of, the Property shall be subject to Donee's approval or disapproval in writing within ten (10) days of receipt, as follows: If Donee shall fail to object to the commitment, any exceptions, the survey (as hereinafter defined) and any of the other title matters with respect to the Property by written notice given to Donor within ten (10) days of receipt, the condition of title to the Property shall be deemed approved by Donee. If Donee shall disapprove by written notice any particular matter affecting title to the Property, Donor may, at Donor's discretion, agree to use its best efforts to eliminate promptly (but in no event later than ten (10) days after such notice unless otherwise agreed by Donee) such disapproved matter. If Donor does not agree to eliminate such disapproved matter by written notice thereof to Donee within ten (10) days, Donee shall have the right to waive its prior disapproval, in which event such previously disapproved matter shall be deemed approved. If Donee shall fail to waive its prior disapproval before the

conclusion of the ten (10) days after the Donor's rejection of Donee's disapproval, then (a) such disapproval shall remain in effect; (b) this Agreement and the escrow shall thereupon be terminated; and (c) the parties shall be relieved of any further obligation to each other with respect to this Agreement and the Property other than as expressly set forth herein. Both parties agree to execute promptly those documents reasonably requested by Escrow Agent to evidence termination of this Agreement. The cost of the title commitment shall be paid by Donee.

3.2. Donee's Title Policy. Donee's title to the Property shall be evidenced by an ALTA Owner's Policy of Title Insurance, reasonably acceptable to Donee and such other endorsements as are available in New Mexico and as Donee reasonably requires, for the receipt of the Property insuring Donee, as owner of fee title to the Property free and clear of all liens, encumbrances, debts, liabilities, obligations and the like, subject only to the leases by and between Donor and All American Ruidoso Downs, LLC and to the permitted exceptions approved or waived by Donee and any other matters approved or waived by Donee. Donee shall pay all costs related to Donee's Title Policy and removal of exceptions.

3.3. Survey. Within ten (10) days of execution of this Agreement, Donor, Donee and All American Ruidoso Downs, LLC shall confer and agree upon the real property and boundaries to be surveyed. Within thirty (30) days of agreeing upon the real property and boundaries to be surveyed, Donee shall obtain a boundary survey, plat, and metes and bounds description of the Property, including any proposed Lot Line Adjustment (collectively "Survey") designating the Property, for approval by Donor and All American Ruidoso Downs, LLC. The Survey (including survey, plat, and description) shall be suitable for filing with the Lincoln County Clerk's Office. Donee shall be responsible for obtaining and paying for the cost of the Survey. Upon receipt of the Survey, Donee shall provide a complete copy to Donor and All American Ruidoso Downs, LLC. The Survey and Plat shall include without limitation:

- 3.3.1. An accurate legal description of the Property, an accurate legal description of the Tract, and any lot line adjustment;
- 3.3.2. The actual dimensions of the Property;
- 3.3.3. The gross square footage contained in the Property;
- 3.3.4. The location on or with respect to the Property of all improvements, easements and of all rights-of-way, public roads, private roads and streets; and
- 3.3.5. The surveyor's registered number and seal, and a certification that includes without limitation a representation that the survey was made upon the ground; the description of the parcel and area contained therein is correct; the nature of the access to the parcel from dedicated roadways is as shown thereon; and except as otherwise shown thereon, there are no discrepancies, conflicts, shortages in area, encroachments, improvements, overlapping of improvements, or other visible easements or roadways.

4. **REVIEW.**

4.1. Review. Donor shall, provide the following documents, to the extent they exist, to Donee within ten (10) days of agreeing upon the real property and boundaries to be surveyed:

- (a) easements, rights-of-way and other documents, whether recorded or unrecorded, Donor represents that no such documents exist;
- (b) engineering and architectural plans including those relating to installments of public utility facilities and services, Donor represents that no such documents exist;
- (c) reports, including soils and hazardous waste reports, studies, maps, permits, architectural drawings, engineering studies, and deposits, Donor represents that no such documents exist;
- (d) Donor represents that it has no information or knowledge with respect to the Property or defects in the Property due to the long term leases of the Property to All American Ruidoso Downs, LLC and that accordingly no such disclosure will be executed by Donor; and
- (e) other documents related to the Property in the possession of Donor. Donor represents that no such documents exist.

If this Agreement is terminated for any reason, Donee shall return any provided Materials to Donor. Notwithstanding the foregoing, or any terms to the contrary in this Agreement, any Materials provided to Donee shall be provided without representations or warranties as to their completeness or accuracy and Donor expressly disclaims any warranties related to the Materials, whether express or implied.

5. **CONDITIONS TO PERFORMANCE OF AGREEMENT; REMEDIES**

5.1. Conditions to Donee's Obligations. Donee's obligation to accept the Property "as-is" is conditioned upon satisfaction (or waiver in writing by Donee) of each of the following conditions even if the failure of any condition occurs after the Inspection Period:

5.1.1. Donor's delivery of the Deed and such other documents as are sufficient to convey title to the Property to Donee, subject only to all of the leases to All American Ruidoso Downs, LLC and the exceptions that will appear in the Title Policy;

5.1.2. Donee's payment of the cost of the Title Insurance Policy, if Donee has chosen to order a commitment for an ALTA Owner's Title Insurance Policy, provided the Escrow Agent has irrevocably committed in writing to issue the Title Policy in form and content required under the commitment approved by Donee;

5.1.3. The conditions set forth in Paragraph 6.1 below shall have been satisfied;

5.1.4. Donor's compliance with its obligations hereunder; and

5.2. Conditions to Donor's Obligations. Donor's obligation to donate the Property to Donee is conditioned upon satisfaction (or waiver in writing by Donor) of each of the following conditions:

5.2.1. Donee's payment of the closing costs and all other funds and documents required of Donee to comply with its obligations hereunder; and

5.2.2. The conditions set forth in Paragraph 6.2 below shall have been satisfied.

5.3. Material Breach – Remedies.

5.3.1. Donor's Breach. In the event Donor commits any material breach of this Agreement and fails to cure such material breach within ten (10) days following Donee's written notice to Donor describing such breach and what cure is deemed necessary, then Donee, at its option, upon ten (10) days written notice to Donor and Escrow Agent, may elect as its sole remedies to either: proceed with closing, (b) terminate this Agreement;, or (c) waive such material breach and proceed to close.

If Donee elects to terminate this Agreement as a result of Donor's uncured breach, all documents shall be returned to the parties, and all title and escrow cancellation fees shall be charged to and paid by Donee.

5.3.2. Donee's Breach. In the event Donee commits a material breach of this Agreement, and in each case, fails to cure such material breach within ten (10) days following Donor's written notice to Donee describing such breach and what cure is deemed necessary, then Donor, at its option and as its sole remedy, upon ten (10) days written notice to Donee and Escrow Agent, may elect either to terminate this Agreement or to waive the material breach and proceed to closing. If Donor elects to terminate this Agreement:

- (a) the Donee shall return the Materials to the Donor;
- (b) all other documents shall be returned to the parties who deposited them; and
- (c) all title and escrow fees shall be paid by Donee.

If Donor elects to terminate this Agreement as a result of Donee's uncured breach, all documents shall be returned to the parties, and all title and escrow cancellation fees shall be charged to and paid by Donee.

6. REPRESENTATIONS AND MUTUAL COVENANTS.

6.1. Representations of Donor.

Donor hereby represents to Donee that the following statements are true and correct as of the date hereof and shall be as of the Closing Date, and the truth and accuracy of such statements shall constitute a condition to all of Donee's obligations under this Agreement:

6.1.1. Ruidoso Properties Irrevocable Management Trust, is a trust duly organized and validly existing under the laws of the State of New Mexico and 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;

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

6.1.3. Donor 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 Law, or other 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 Donor or result in acceleration of any lien or encumbrance upon the Property or any part thereof, except for such rights of acceleration that may arise under a mortgage upon a conveyance of the Property;

6.1.4. This Agreement is the legal, valid and binding obligation of Donor enforceable against Donor 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;

6.1.5. Except for the actions taken by Donor's lessee All American Ruidoso Downs, LLC with respect to assessing the damage and the remediation efforts necessary or convenient to be taken by the lessee or various governmental authorities with respect to the fires and the flooding of portions of the Property, there is no known action, claim, litigation, proceeding or governmental investigation pending against Donor or the Property or, to Donor's best knowledge, threatened against Donor which might directly or indirectly, have a material adverse effect upon the use, title, operation or development of the Property;

6.1.6. Except for the notices of the actions taken by Donor's lessee All American Ruidoso Downs, LLC with respect to assessing the damage and the remediation efforts necessary or convenient to be taken by the lessee or various governmental authorities with respect to the fires and the flooding of portions of the Property, Donor has received no written notice or, to Donor's best knowledge, oral notice of any proposed or contemplated condemnation of the Property, or any part thereof, and Donor has received no written notice or, to Donor's best knowledge, oral notice of the intent or desire of any governmental or public or private authority or public utility to appropriate or use the Property, or any part thereof;

6.2. Representations by Donee. Donee hereby represents to Donor that the following statements are true and correct as of the date hereof and shall be as of the Closing Date, and the truth and accuracy of all such statements shall constitute a condition to all of Donor's obligations under this Agreement:

6.2.1. Village of Ruidoso is a New Mexico municipality and political subdivision of the State of New Mexico and its governing body has authorized its entry into this Agreement and all documents contemplated hereby or delivered or to be delivered in connection herewith, and to perform its obligations hereunder;

6.2.2. Donee 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;

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

6.3. Mutual Covenants. Following the mutual execution of this Agreement:

6.3.1. Donor and Donee 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.

6.3.2. Donor shall:

6.3.2.1. Not willfully cause the Property to deteriorate from its current condition, reasonable wear and tear excepted. Nothing herein shall obligate Donor to perform any repairs or maintenance to the Property after the Execution Date and prior to Closing.

6.3.2.2. Enter into no 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) encumber, 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 Donee: and

6.3.2.3. Not 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.

6.3.2.4. Donor and Donee, understand, acknowledge and agree that the Property is subject to various leases with All American Ruidoso Downs, LLC which has and continues to have full and complete possession of the Property which must approve the terms and conditions of this Agreement which will result in the release of the Property from the Lease by and between Donor and All American Ruidoso Downs, LLC without any change in the lease payment

due to Donor. As consideration for Donor's donation of the Property to Donee, Donee makes no claim to any such lease payments due to Donor.

6.3.2.5. Notwithstanding the statements made in this Agreement or specifically in the above Section 6, Donor and Donee understand, acknowledge and agree that Donor has executed an authorization and consent letter to All American Ruidoso Downs, LLC authorizing the execution and the work described in that certain **RIGHT-OF-ENTRY ON PRIVATE PROPERTY FOR DEBRIS REMOVAL AND EMERGENCY REPAIR WORK** that documents the repair work to be taken by various governmental agencies.

7. ESCROW.

7.1. Agreement Constitutes Escrow Instructions. This Agreement shall constitute escrow instructions with respect to the Property and a copy hereof shall be deposited with the Escrow Agent for that purpose as provided in Paragraph 7.2 below.

7.2. Escrow Agent. The escrow, if any, for the conveyance of the Property hereunder shall be opened by the Donee depositing an executed copy or executed counterparts of this Agreement with Escrow Agent, and shall occur not later than five (5) business days following the Execution Date. This Agreement shall be considered as the escrow instructions between the parties, with such further instructions as Escrow Agent requires in order to clarify the duties and responsibilities of Escrow Agent. In the event of a conflict between the provisions of this Agreement and the provisions of such general conditions, the provisions of this Agreement shall control.

7.3. Closing Date. The Closing Date shall be as soon as reasonably practicable as agreed on by the parties but no later than March 31, 2024, providing all conditions precedent have been satisfied.

7.4. Costs of Escrow.

7.4.1. Donee shall pay:

- (a) the cost of the title commitment and title policy including the deletion of any standard exceptions such as 1-4, and 6-7.
- (b) the escrow fees;
- (c) the recording fees;
- (d) the cost of the Survey and Plat;
- (e) any other closing costs.

7.4.2. Donor shall pay the following:

(a)

(d) the cost of any other obligations of Donor and Donee hereunder.

8. INCORPORATION OF EXHIBITS.

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

9. 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 Donee: Village of Ruidoso
Attn: Village Manager
313 Cree Meadows Drive
Ruidoso, New Mexico 88345

If to Donor: Ruidoso Properties Irrevocable Management Trust,
a trust organized pursuant to the laws of New Mexico
Attn: Philip Sanchez, Trustee
c/o Spann, Hollowwa, & Artley
P.O. Box 1031
Albuquerque, New Mexico 87103

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 actual receipt thereof at 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. Notice sent by facsimile shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party and to Escrow Holder as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

10. 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.

11. 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. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement. 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.

12. 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 to give effect to the purpose of the parties and this document.

13. 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, facsimile, email or overnight courier service and when so transmitted are as effective as if a manually-signed, original document had been delivered.

14. 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. Any action to enforce this Agreement shall be filed in the Twelfth Judicial District Court of the State of New Mexico.

15. FURTHER DOCUMENTS.

Each of the parties hereto shall, on and after the Closing Date, execute and delivery 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.

16. 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.

17. 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 Donee and Donor.

18. 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 any one 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.

19. DATES OF PERFORMANCE.

The term “day” as used herein means a calendar day and the term “business day” means any day other than a Saturday, Sunday or legal holiday under the laws of the State of New Mexico. 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.

20. **TIME OF ESSENCE.**

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

21. **“AS-IS” CONVEYANCE.**

Notwithstanding anything to the contrary set forth in this Agreement, the Property shall be conveyed "as-is" with no representation or warranty as to the physical condition of the Property or suitability of the Property for the intended use by the Donee. As a material part of the consideration for this Agreement, the Donee agrees to accept the Property on an "as is" and "where is" basis, with all faults and to rely only on its own investigations to determine the condition and suitability of the Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

DONOR:

RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST

By: _____ Date: _____, 2025

Name: _____

Title: _____

DONEE:

VILLAGE OF RUIDOSO

By: _____ Date: _____, 2025
Lynn D. Crawford, Mayor

ATTESTED:

By: _____ Date: _____, 2025
Jinni S. Turri, Village Clerk

EXHIBIT A

The following described real property in the Lincoln County, New Mexico:

[Insert description prior to closing]

EXHIBIT B

QUITCLAIM DEED

RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST, a trust organized in accordance with the laws of New Mexico, (“Grantor”), hereby quitclaims to the **VILLAGE OF RUIDOSO**, a New Mexico municipality and political subdivision of the State of New Mexico (“Grantee”) whose address is 313 Cree Meadows Drive, Ruidoso, New Mexico 88345, following described real property in Lincoln County, State of New Mexico:

[Insert description prior to closing]

SUBJECT TO reservations, restrictions, easements of record.

Witness the undersigned's hand and seal this ___ day of _____, 2025.

RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST, a trust organized in accordance with the laws of New Mexico

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF WYOMING

COUNTY OF LARAMIE

This instrument was acknowledged before me this ___ day of _____, 2025 by _____ (NAME), _____ (TITLE) an authorized representative of the RUIDOSO PROPERTIES IRREVOCABLE MANAGEMENT TRUST, on behalf of said entity.

Notary Public

My Commission Expires: _____