

AGREEMENT

Agreement made this _____ day of _____, between the Sangre de Cristo Home Owner's Association ("Association") and Jason Hall ("Agent").

WHEREAS, the New Mexico Office of State Engineer ("OSE") has advised the Association that it must appoint an agent to fulfill certain ongoing reporting requirements to the OSE as described more specifically below;

WHEREAS, the Association wishes to engage the Agent for the purposes set forth herein.

In view of the mutual considerations and covenants exchanged, it is hereby agreed as follows:

1. Appointment of Agent. The Association hereby appoints the Agent for the purpose of reading the water usage meters in each well pit in the Water Delivery Systems on a quarterly basis and to report those results to the OSE in writing (the "Quarterly Well Meter Readings") on a timely basis. Simultaneously the Agent shall provide the Treasurer of the Association with a copy of the Quarterly Well Meter Readings. The Quarterly Well Meter Readings in Attachment A and submittals to OSE will take place within the first ten (10) days of January, April, July, and October as required by the OSE.
2. Water Delivery Systems Inspection. As a part of the Quarterly Well Meter Readings, the Agent will conduct an inspection of the individual wells described in Attachment B and complete the Well Inspection Checklist in Attachment C, and include any recommendations for repairs and/or replacement of equipment.
3. Compensation. For the services in 1. and 2. above the Agent will be paid \$500 per quarter.
4. Inspection to Fire Protection System. As part of the Quarterly Well Meter Readings, the Agent will conduct a quarterly visual inspection of the water tanks to ensure the

level of water is at (90%) capacity, the tank lids are locked for safety and security, and any other observations the Agent deems relevant, and report in writing such inspection results to the Association Board of Directors in Attachment D.

5. Compensation. For the services in 4. above the Agent will be paid \$100 per quarter for such inspection.

6. Additional Services. Requests for additional services will be billed at an hourly rate of \$95/hr. The above fees do not include any applicable taxes, which will be included as required.

7. Limitations on Agent. The Agent will not in fact act in any way or in any capacity as the Agent for the Association other than as set forth herein.

8. Independent Contractor. It is understood the Agent is an independent contractor and that the arrangement described herein does not constitute a partnership or employee relationship, and that Agent can make no agreement or commitment on behalf of the Association unless authorized in writing by a duly appointed member of the Board of the Association.

9. Termination. This Agreement may be terminated by either party upon Fifteen (“15”) days written notice to the other party; whereupon the Association will make suitable alternative arrangements with the OSE to satisfy any Association obligations to the OSE and transfer of the Inventory.

10. Post Termination. Upon termination of this Agreement all rights and obligations of the parties shall cease and terminate.

11. Previous Arrangements. This Agreement supersedes all previous arrangements between the parties.

12. Effective Date. This Agreement shall be effective on the date signed by both parties, and shall remain in effect unless it is terminated by either party as provided herein.

13. Governing Law. This Agreement has been executed in accordance with, and shall be governed by the laws of New Mexico.

By: _____
On behalf of the Association

Jason Hall

Attachment A

New Mexico Office of the State Engineer Meter Reading Email Form

OSE File Number:* _____

OSE Well/POD Number:* _____

Meter Record Number:* _____

Add this item for multiple meters/wells (If Known)¹

WELL OWNER or CONTACT ADDRESS:

Check here if this is a new address

Name: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Work Phone (xxx-xxx-xxxx) _____

Home Phone (xxx-xxx-xxxx) _____

Email Address: _____

1. WATER METER INFORMATION:

Serial Number: _____

Meter Make: _____

Meter Model: _____

Number of Dials: _____

Multiplier: _____

Unit of Measure: _____

2. METER READING INFORMATION:

Meter Reading:* _____

Reading Date:* _____

3. COMMENTS:

Submitted by:* _____

Attachment B

- Well #1 RG66904 on Lot 18 S. Camino don Carlos
- Well #5 RG46983 on Lot 4 Sangre de Cristo Drive
- Well #14 RG66907 on Lot 14 Sangre de Cristo Drive
- Well #18 RG66902 on Lot 1 Sangre de Cristo Drive
- Well #33 RG66906 on Lot 33 N. Camino don Carlos
- Well #35 RG71081 on Lot 35 Spirit Court
- Well #38 RG66905 on Lot 41 Spirit Court

JASON HALL
WATER SOLUTIONS
1408 Seville Road
Santa Fe, New Mexico 87505
505.699.1112

Attachment C

Quarterly Visual Inspections of Well Equipment and Well Pits at SdCE

1. Well cap intact and secured on top of well casing?
2. Well pit lid intact and entry hatch locked?
3. Interior of well pit lid sealed and insulated?
4. Well pit clean and no evidence of flooding?
5. Leaking plumbing in well pit?
6. Wiring in conduit?
7. Pressure tank gauges intact and functioning properly?
8. Pressure tanks, booster pumps, and control boxes intact and functioning properly?
9. Other visual observations which require attention and/or repair?

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Attachment D

Quarterly Visual Inspections of Fire Suppression Tanks at SdCE

1. Fire suppression tank lid intact and entry hatch locked?
2. Fire suppression tank approximately 90% full of water?
3. Fire hydrants labeled and painted with red cap and body?
4. Other visual observations which require attention and/or repair?