

District No. 5

Johnna Bruhn, Superintendent
Pat Copeland, Business Manger
Margaret Green, Secretary

Mosquero Municipal Schools

P.O. Box 258 * 43 McNeil Ave.

Mosquero, N.M. 87733

Phone 575-338-4653 * Fax 575-673-2305

Board of Education

Victor R. Vigil, President
Amanda Culbertson, Vice-President
Jacob Green, Secretary
William Lewis, Member
James Ray, Member

This meeting will be held in compliance with the New Mexico "Open Meetings Act," NMSA 1978, Section 10-15-1 to 10-15-4. The following agenda sets forth subjects of the meeting. The order in which the Agenda is followed is subject to change by the Board, if a topic on the agenda is permitted by law to be discussed in closed session, the board may or may not, at that time, close the meeting as to such topic. An agenda may be obtained at the main office of the Mosquero Schools, twenty-four (24) hours prior to the meeting. All action items on the agenda are marked with an asterisk (*) and may be first studied, reviewed and discussed by committee. The meeting is also being conducted in accordance with the Americans With Disabilities Act (42 U.S.D.12101 1991). The facility where the meeting is to be held is wheel chair accessible and handicapped parking is available. Requests for sign interpretive services are available. Requests should be received at least 48 hours prior to the meeting. To arrange for those or other handicapped services, please call the number above.

Special Board Meeting November 23, 2024 @ 6:00 PM Superintendent's Office

Zoom link:

<https://mosquero-net.zoom.us/j/95076481269?pwd=mlkPUPgbs78znRCq3Z0WPA0i9xDLjk.1>

Meeting ID: 950 7648 1269

Passcode: 2271

1. **Call to Order, Invocation, and Pledge of Allegiance**
2. **Approve Current Agenda**
3. **Discussion/Action:**
 - a. **Approve Real Estate Purchase Agreement**
4. **Adjournment**

Mosquero Municipal Schools

P.O. Box 258 * 43 McNeil Ave.

Mosquero, N.M. 87733

Phone 575-338-4653 * Fax 575-673-2305

Board of Education

Victor R. Vigil, President
Amanda Culbertson, Vice-President
Jacob Green, Secretary
William Lewis, Member
James Ray, Member

Special Board Meeting November 23, 2024 @ 6:00 PM Superintendent's Office

Members Present:

Victor R. Vigil
Amanda Culbertson (via phone)
Jacob Green
James Ray

Others Present:

Johnna Bruhn (via phone)
Margaret Green

Members Absent:

William Lewis

Quorum was established by President Vigil.

1. Call to Order, Invocation, and Pledge of Allegiance

Meeting was called to order at 6:01 PM. The group said the Pledge of Allegiance and President Vigil led the invocation.

2. Approve Current Agenda

042-2425 Jacob Green moved to approve the agenda as presented. Motion was seconded by James Ray. All were in favor. Motion carried.

3. Discussion/Action:

a. Approve Real Estate Purchase Agreement

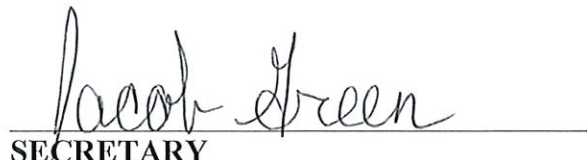
043-2425 James Ray moved to approve the real estate purchase agreement as presented (attached). Motion was seconded by Jacob Green. All were in favor. Motion carried.

4. Adjournment

044-2425 James Ray moved to adjourn at 6:05 PM. Motion was seconded by Jacob Green. All were in favor. Motion carried.



PRESIDENT



SECRETARY

REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS AGREEMENT made and entered into on the 3 day of Dec, 2024, by and between Callahan Cattle Company, herein called "SELLER(S)" and Mosquero Municipal Schools, herein called "PURCHASER(S)":

WITNESSETH:

1. Property: "SELLER(S)" has agreed and does hereby agree to sell and convey to "PURCHASER(S)" and "PURCHASER(S)" has agreed and does hereby agree to buy from "SELLER(S)", the following described real estate situate in the County of Harding, State of New Mexico, to wit"

A 20.00 acre tract of land of the same size and shape, adjacent to, and directly to the east of the following description. (This description will be properly amended upon the completion of the survey.)

A 20.00 acres tract of land out of West ½ of Section 15, T-18-N, R-28-E, N.M.P.M., Harding County, New Mexico, being described by metes and bounds as follows:

The point of beginning is a ½" rebar with a red plastic surveyor's cap stamped "KELLEY RPLS 5534" (hereafter referred to as a k-cap) found at the Southeast Corner of a 5.00 acres tract of land owned by the village of Mosquero, known as "The Heliport", recorded in Book E Quit Claim Deed 1309, dated November 7, 2005, whence a 3" brass cap stamped "16, 15, 21, 22, T-18-N, R-28-E, GEOMETRON 1995, NMPS 6847" found at the Southwest Corner of Section 15 bears S 00°02'10"E, 27.00 feet and S 89°57'50"W, a distance of 1779.39 feet;

Thence, N 00°02'10"W, along the East line of said Heliport property, at 466.69 feet pass a k-cap found at the Northeast Corner of said Heliport property, continue along the same bearing at 933.38 feet pass a k-cap set, continue along the same bearing, at 1400.07 feet pass another k-cap set, continue along the same bearing for a total distance of 1866.76 feet to a k-cap set for the Northwest Corner of this 20.00 acres tract;

Thence, N 89°57'50"E, for a distance of 466.69 feet to a k-cap set for the Northeast Corner of this tract;

Thence, S 00°02'10"E, along the East line of said 20 acres tract, at 466.69 feet pass a k-cap set, continue along the same bearing at a distance of 933.38 pass another k-cap set, continue along the same bearing at a distance of 1400.07 feet pass another k-cap set, continue along the same bearing for a for a total distance of 1866.76 feet to a k-cap set in the North line of Division Road for the Southeast Corner of this tract;

Thence, S 89°57'50"W, along the North line of said Division Road and the South line of this 20.00 acres tract, a distance 466.69 feet to the beginning corner of this tract. Said tract contains 20.00 acres of land, more or less.

2. Purchase Price: The total purchase price to be paid to "SELLER(S)" by the "PURCHASER(S)" is the sum of TWENTY THOUSAND, NINE HUNDRED DOLLARS AND NO 100THS (\$20,900.00), payable in cash upon closing of this transaction.
3. Title Evidence and Conveyance: "SELLER(S)" will furnish to "PURCHASER(S)" free and clear of all liens and encumbrances at the date thereof.
4. Prorations: All ad valorem real estate taxes for 2024 and prior years will be paid by SELLER(S) and thereafter by PURCHASER(S). Taxes for 2024 shall be prorated to the date of closing.
5. Closing: Closing shall be within a reasonable time after the execution of the Purchase Agreement Contract and "PURCHASER(S)" approval and acceptance of "SELLER'S" title.
6. Possession: "PURCHASER(S)" shall have possession of said property upon closing.
7. Escrow Closing Agent: The parties hereto do and hereby designate, FIRST TITLE SERVICES, LLC, as Closing Agent hereunder to receive the original of the Agreement.
8. Default: In the event "SELLER(S)" shall be unable to convey marketable title to the real property or if the "PURCHASER(S)" default in taking title pursuant to the Agreement, the Agreement shall wholly cease and terminate, and neither party shall have further claim against the other.
9. Survival: All representations and warranties contained herein shall survive the closing of this transaction.
10. Costs: All costs of the transaction shall be paid as follows:

| COST | BUYER | SELLER |
|--------------------------------------|-------|--------|
| Title Company Closing Cost | 1/2 | 1/2 |
| Owner's Title Insurance & Commitment | 1/2 | 1/2 |
| Document Prep | 1/2 | 1/2 |
| Recording Fees | 1/2 | 1/2 |

11. Binding Effect: All of the terms, conditions, and covenants of the Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns.

Callahan Cattle Company

Tim Callahan

Dated: 03/12/24

Tim Callahan, President "Seller"

Sharon Callahan

Dated: 03/12/24

Sharon Callahan, Co-owner

Mosquero Municipal Schools

Johanna Burke

Dated: 12/3/24

"PURCHASER"

By: Johanna Burke

Title: Superintendent