

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 740

AN ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN COUNTY-OWNED REAL PROPERTY TO THE RICHARD SKOTNICKI AND PAMELA SKOTNICKI REVOCABLE TRUST

WHEREAS, the Incorporated County of Los Alamos, New Mexico (the "County") is the holder and owner of certain real property in Los Alamos County shown as Lot 6 on a plat for the Pedazo Y Pedacito Subdivision recorded on May 5, 1970, as Document No. 19411, in Book 2, Page 36, of the Record of Plats maintained by the Los Alamos County Clerk, and that is approximately .056 acres and more particularly described in the attached Release and Settlement Agreement ("Property"); and

WHEREAS, the Property is not intended to be utilized by County for any purpose; and

WHEREAS, County finds that the transfer of the Property is in the best interest of County in order to settle any claims that have or could arise from the Incident described in the attached Release and Settlement Agreement; and

WHEREAS, the current appraised fair market value of the Property has been determined by a qualified appraiser to be FIVE THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$5,100.00); and

WHEREAS, County agrees to transfer the Property to The Richard Skotnicki And Pamela Skotnicki Revocable Trust in exchange for the release and settlement of all claims that could arise from the Incident described in the Release and Settlement Agreement, and in accordance with the terms and conditions contained in the Release and Settlement Agreement; and

WHEREAS, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter a private sale and transfer of the land in accordance with NMSA 1978, Section 3-54-1(A).

BE IT ORDAINED BY THE GOVERNING BODY OF THE INCORPORATED COUNTY OF LOS ALAMOS as follows:

Section 1. That the County Manager is authorized to enter into the Release and Settlement Agreement, whereby County shall receive a release and settlement of all claims that have or could arise from the Incident, outlined in the Release and Settlement Agreement, attached hereto as Attachment "A" to this Ordinance.

Section 2. The County Manager is hereby authorized to finalize and execute the Release and Settlement Agreement, the Quit Claim Deed, and such other closing documents as may be reasonably necessary to close the transaction authorized herein provided that the closing documents shall be substantially in a form acceptable to the County Attorney.

Section 3. This Ordinance shall be effective forty-five (45) days after publication of notice of its adoption.

Section 4. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability

of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 5. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 10th day of June 2025.

**COUNCIL OF THE INCORPORATED COUNTY
OF LOS ALAMOS**

**Theresa Cull,
Council Chair**

ATTEST:

**Michael D. Redondo,
Los Alamos County Clerk**

RELEASE AND SETTLEMENT AGREEMENT

THE RICHARD SKOTNICKI AND PAMELA SKOTNICKI REVOCABLE TRUST, PAMELA SKOTNICKI, INDIVIDUALLY, AND RICHARD SKOTNICKI, INDIVIDUALLY, ("Releasors") and the **INCORPORATED COUNTY OF LOS ALAMOS,** its current and/or former employees, agents, predecessors and successors, elected officials, officers, representatives, attorneys, and insurers ("Released Parties") mutually desire to settle and discharge any and all claims which have or could have been asserted by Releasor's against the Released Parties that arose from or could have arose from the Releasors payment of property taxes on the following real estate located in Los Alamos County ("Incident"):

A PARCEL OF LAND WITHIN THE PEDAZO Y PEDACITO SUBDIVISION, LOS ALAMOS, LOS ALAMOS COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6
THENCE S.77°18'59"E. A DISTANCE OF 126.46 FEET TO A POINT
THENCE S.16°28'47"W. A DISTANCE OF 20.00 FEET TO A POINT
THENCE N.75°05'01"W. A DISTANCE OF 34.02 FEET TO A POINT
THENCE N.78°13'30"W. A DISTANCE OF 92.44 FEET TO A POINT
THENCE N.16°28'47"E. A DISTANCE OF 20.00 FEET TO THE POINT AND
PLACE OF BEGINNING.

PARCEL CONTAINING .056 ACS. +/-

AS SHOWN ON THE PEDAZO Y PEDACITO SUBDIVISION PLAT FILED WITH THE COUNTY CLERK MAY 5, 1970, AND RECORDED AS DOCUMENT NO. 19411 AND RECORDED IN BOOK 2 PAGE 36 OF THE RECORDS OF PLATS.

("Parcel")

The parties agree as follows:

1. The County will convey all rights and title to the Parcel to THE RICHARD SKOTNICKI AND PAMELA SKOTNICKI REVOCABLE TRUST pursuant to the Quit Claim Deed attached as Exhibit A to this Release and Settlement Agreement ("Agreement") in full

settlement of all claims and demands against the Released Parties resulting from or relating to the Incident. Releasors forever release all claims that have been brought, or that could have been brought against the Released Parties and hereby fully and unconditionally dismisses, releases, and forever discharges the Released Parties from any and all claims (including attorneys' fees and costs of suit), charges, causes of action, subrogation claims, or demands of any kind and nature whatsoever arising out of the Incident, whether asserted or not, which arose through the date of execution of this Agreement.

2. Releasors acknowledge that the consideration received under this Settlement Agreement is intended to and does release and discharge the Released Parties from any claims or consequences arising from the Incident and hereby waive any right to assert in the future any claims not known or suspected, even if such claims were known, such knowledge would materially affect the terms of this Settlement Agreement.

3. Releasors agrees to pay their attorneys' fees and other legal costs that arose from the Incident including attorneys' fees associated with entering this Agreement. The Released Parties are not responsible for the Releasor's legal fees or costs.

4. In the event of any litigation brought to enforce this agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

5. Releasors acknowledge that neither the Released Parties nor their attorneys have made any representations whatsoever as to any tax consequences Releasor may incur because of the Agreement.

6. This Agreement is not, and shall not be construed to be, an admission of fault or wrongdoing on the part of the Released Parties. The Released Parties have entered into this Agreement based solely on the consideration of the economic costs, including the time and expense

of any potential litigation or administrative proceedings, and is not an admission of liability. The Released Parties have always denied and will continue to deny any liability or wrongdoing whatsoever. This is a settlement of a disputed claim and may not be used in a manner inconsistent with Rule 11-408 NMRA and Fed. R. Evid. 408.

7. Releasors acknowledge that the Released Parties have not made any promises or representations other than those recited in this Agreement to induce them to enter into this Agreement.

8. The terms of this Agreement are contractual, fully enforceable, and are not mere recitals.

9. If any paragraph or portion of this Agreement should be later determined unenforceable, all other paragraphs of this Agreement shall remain in full force and effect.

10. This Agreement contains the entire agreement between the Releasors and the Released Parties regarding the matters set forth herein. There are no other understandings or agreements, oral or otherwise, between the parties except as expressly set forth herein.

11. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.

12. I HAVE CAREFULLY READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, AND HAVE EITHER DISCUSSED THE IMPACT AND IMPORTANCE OF SIGNING THIS AGREEMENT WITH MY ATTORNEY OR HAVE HAD THE OPPORTUNITY TO DISCUSS THE IMPACT AND IMPORTANCE OF SIGNING THIS AGREEMENT WITH MY ATTORNEY.

**THE RICHARD SKOTNICKI AND
PAMELA SKOTNICKI REVOCABLE
TRUST**

Richard Skotnicki, as co-trustee

Pamela Skotnicki, as co-trustee

RICHARD SKOTNICKI

Richard Skotnicki, individually

PAMELA SKOTNICKI

Pamela Skotnicki, individually

STATE OF NEW MEXICO)
) ss
COUNTY OF _____)

SUBSCRIBED and SWORN TO before me this ____ day of _____, 2025, by
Richard Skotnicki.

(SEAL)

Notary Public
My Commission Expires:_____

SUBSCRIBED and SWORN TO before me this ____ day of _____, 2025, by Pamela
Skotnicki.

(SEAL)

Notary Public
My Commission Expires:_____

INCORPORATED COUNTY OF LOS ALAMOS

Anne W. Laurent
Los Alamos County Manager

STATE OF NEW MEXICO)
) ss
COUNTY OF _____)

SUBSCRIBED and SWORN TO before me this ____ day of _____, 2025, by
Anne W. Laurent.

(SEAL)

Notary Public
My Commission Expires:_____

Approved as to form by:

J. Alvin Leaphart, Esq.
Attorney for Los Alamos County

Exhibit A

QUIT CLAIM DEED

INCORPORATED COUNTY OF LOS ALAMOS, NEW MEXICO, a political subdivision ("Grantor"), for good and valuable consideration, quit claims to THE RICHARD SKOTNICKI AND PAMELA SKOTNICKI REVOCABLE TRUST whose mailing address is 164 Rim Road, Los Alamos, NM 87544, the following described property situated in Los Alamos County, New Mexico.

A PARCEL OF LAND WITHIN THE PEDAZO Y PEDACITO SUBDIVISION, LOS ALAMOS, LOS ALAMOS COUNTY, NEW MEXICO, MORE PARTICULARLY DESCRIBED AS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 6
THENCE S.77°18'59"E. A DISTANCE OF 126.46 FEET TO A POINT
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PARCEL CONTAINING .056 ACS. +/-

AS SHOWN ON THE PEDAZO Y PEDACITO SUBDIVISION PLAT FILED WITH THE COUNTY CLERK MAY 5, 1970, AND RECORDED AS DOCUMENT NO. 19411 AND RECORDED IN BOOK 2 PAGE 36 OF THE RECORDS OF PLATS.

Witness its hand and seal this ____ day of _____, 2025.

INCORPORATED COUNTY OF LOS ALAMOS, NEW
MEXICO

By: _____
Theresa Cull, Chair

STATE OF NEW MEXICO)
) ss.
COUNTY OF LOS ALAMOS)

The foregoing Quit Claim Deed was acknowledged before me on this _____ day of
_____, 2025 by Theresa Cull, Chair of the County Councilors of Los Alamos County, New
Mexico.

(SEAL)

Notary Public
My Commission Expires:_____