

**GRANT COUNTY
RESOLUTION NO. R- 14-08**

WHEREAS, the laws of the State of New Mexico authorize Grant County, a duly organized political subdivision, to purchase, acquire and lease personal property for the benefit of Grant County and its inhabitants and to enter into any necessary contracts; and

WHEREAS, Grant County desires to lease and purchase certain equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into a Governmental Equipment Lease-Purchase Agreement ("Agreement") with Caterpillar; and

WHEREAS, the form of the Agreement has been provided to the Grant County Board of Commissioners, along with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Grant County Commissioners that:

1. The Agreement, including any schedules and exhibits attached to the Agreement, is approved in substantially the form presented at this meeting, with any Approved Changes (as defined below); and
2. Grant County enter into the Agreement with Caterpillar; and
3. The Agreement is adopted as a binding obligation of the Grant County; and
4. Changes may later be made to the Agreement if the changes are approved by the Grant County Manager, or the Grant County Board of Commissioners if any such changes cause the county to incur a cost greater than \$20,000, and the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and
5. The Grant County Manager, Jon P. Saari ("Authorized Person"), is authorized, directed and empowered, on behalf of the Grant County Board of Commissioners to a) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and b) take or cause to be taken all actions he deems necessary or advisable to acquire the Equipment; and
6. The Grant County Clerk is authorized to attest to this resolution and affix the seal of Grant County to the Agreement, this resolution, and any other related documents; and
7. Nothing in this resolution, the Agreement, or any related document imposes a pecuniary liability or charge upon the general credit of Grant County or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of Grant County as provided in the Agreement; and

8. A breach of this resolution, the Agreement or any related document will not impose any pecuniary liability upon Grant County or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of Grant County as provided in the Agreement; and
9. The authority granted by this resolution will apply equally and with the same effect to the successors in office of the Authorized Person.

Passed, Approved and Adopted by the Board of Grant County Commissioners this 27th day of February 2014.



Brett Kasten, Chairman



Gabriel Ramos, Commissioner District 1



Ron Hall, Commissioner District 3



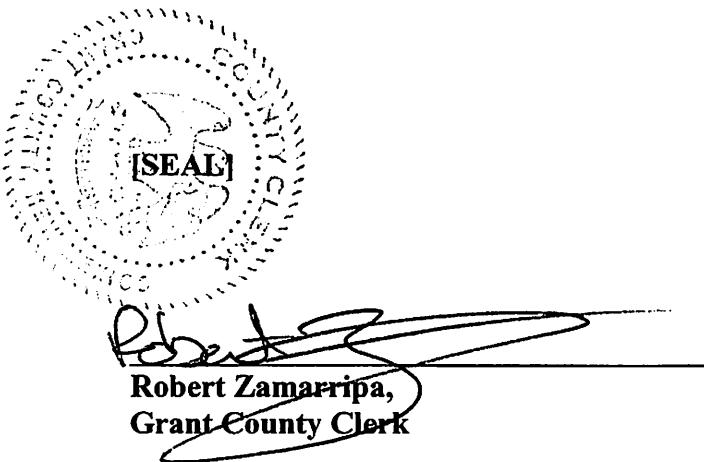
[SEAL]



Robert Zamarripa,
Grant County Clerk

STATE OF NEW MEXICO)) ss.
COUNTY OF GRANT)

I, Robert Zamarripa, County Clerk of Grant County, New Mexico ("County"), certify that the above resolution is a full, true, and correct copy of the resolution of the Grant County Board of Commissioners. I also certify that the resolution above was duly and regularly passed and adopted at a regular open meeting of the Grant County Board of Commissioners in conformity with law and the ordinances and rules of the County, in the Commissioners' Chambers of the Grant County Administration Building, 1400 Highway 180 East, Silver City, New Mexico, in the County, being the regular meeting place of the Board, at 9:00 a.m., on Thursday, February 27, 2014, at which time there were present a majority of the members of the Board, and the members of the Board voted on the passage of the resolution as set forth in such record of proceedings.



**Governmental Equipment Lease-Purchase Agreement
Transaction Number 2165634**



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

GRANT COUNTY
PO BOX 1183
SILVER CITY, NM 88061

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 938K Caterpillar Wheel Loader	SWL01888	\$2,367.72	\$59,247.72	_____

TERMS AND CONDITIONS

- 3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments shall be paid by you to us as follows: \$2,367.72 will be paid in arrears and the balance of the Lease Payments is payable in 59 successive monthly payments of which the first 58 payments are in the amount of \$2,367.72 each, and the last payment is in the amount of \$59,247.72 plus all other amounts then owing hereunder, with the first Lease Payment due one month after the date that Lessor signs this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Paragraph) owing under this Agreement. You agree that, except as provided in paragraph 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.
- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.20% per annum.

due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Paragraph 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. Tax Warranty You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. Assignment You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. Indemnity To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. Insurance; Loss and Damage You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. Default; Remedies An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Paragraph 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. Miscellaneous This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. Title; Return of Units Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. Other Documents In connection with the execution of this Agreement, you will cause to be delivered to us (i) a Delivery Certification substantially in the form attached as Attachment A; (ii) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (iii) a Verification of Insurance substantially in the form attached to this Agreement; (iv) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (v) any other documents or items required by us.

16. Applicable Law This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name (print) _____
Title _____
Date _____

LESSEE
GRANT COUNTY
Signature _____
Name (print) Jon P. Saari
Title County Manager
Date 1/17/2014

CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file		Please make corrections here
Customer Name:	GRANT COUNTY	
Physical Address:	PO-BOX-1483 SILVER CITY, NM 88061	
Mailing Address:	P.O. BOX 898 SILVER CITY, NM 88062	
Equipment Location:	SILVER CITY, NM 88062; GRANT	
Business Phone:	(505)574-0008	
Fed. ID # or SS #:		
E-mail Address:		
Accounts Payable Contact Name and Phone:		
Tax Information		
Sales Tax Rate:	0	
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)		
City Limits	Asset outside the City Limits? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Tax Exemption Status:	Please indicate if you are tax exempt. <input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt	If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents - Not needed by CFSC if dealer ISC

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

*Should the above changes apply to ALL of your contracts, OR for this contract ONLY?

ALL CONTRACTS
 THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.


Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



Verification of Insurance

Lessee:

LESSOR (we):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE (you):

GRANT COUNTY
PO BOX 1183
SILVER CITY, NM 88061

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 2165634 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: Arthur J. Gallagher & Co.

Address: P.O. Box 742886

Phone No: 949-349-9859

Agent's Name: Stefanie M. Salazar

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 938K	Caterpillar Wheel Loader	SWL01888		\$194,900.00

SIGNATURES

LESSEE

GRANT COUNTY

Signature



Jon Paul Saari

Name (print)

Title

Date

Manager

3-11-14

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992**SELLER'S/LESSOR'S COPY**

New Mexico Taxation and Revenue Department
PO Box 5557, Santa Fe, New Mexico 87502-5557

Certificate Type: **TYPE 9**Certificate Number: **B-1508042-09-00151**Date Issued: **02/12/2014** Expires Date:**EXECUTED BY:**

Buyer's New Mexico CRS ID#: 01-508042-00-0		
Company Name: GRANT COUNTY		
Address PO BOX 898		
City: SILVER CITY	State: NM	Country: USA Zip: 88061-0000
<u>Contract/Account Number:</u>		

EXECUTED TO: *(Enter same information into BUYER'S COPY below)*

Seller's New Mexico CRS ID#: 01-179401-00-1		
Company Name: CATERPILLAR FINANCL SRV CORP		
Address 2120 WEST END AVE		
City: NASHVILLE	State: TN	Country: USA Zip: 37203-5251
Date Certificate Executed: (cannot be prior to date issued)		2/12/2014

A seller may not accept this nontaxable transaction certificate to support a deduction from gross receipts unless the seller has a good-faith belief that the buyer will resell, lease or use the property or service sold or leased in the manner represented by the nontaxable transaction certificate.

TYPE 9 CERTIFICATES MAY BE EXECUTED:

For the purchase of tangible personal property only and may not be used for the purchase of services, for the lease of property or to purchase construction materials for the use in construction projects. The following may execute Type 9 NTTCs:

- 1) Governmental agencies. (7-9-54);
- 2) 501(c)(3) organizations. (7-9-60) These organizations register with the Taxation and Revenue Department and submit proof of Internal Revenue Service 501(c) nonprofit determination before they may execute Type 9 NTTCs;
- 3) Federal or state-chartered credit unions. (7-9-54 and 7-9-61.2), formerly Type 14;
- 4) Indian tribes, nations or pueblos when purchasing tangible personal property for use on Indian reservations or pueblo grants. (7-9-54).

CAUTION:

- A person who misuses this certificate may be subject to suspension of the right to use nontaxable transaction certificates (Section 7-9-44 NMSA 1978).
- A person who executes a nontaxable transaction certificate to acquire property or a service, but then converts that property or service to use in a manner other than that provided by the NTTC, is liable for compensating tax (Section 7-9-7 NMSA 1978).

SERIES 1992 - NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

----- CUT HERE ----- CUT HERE ----- CUT HERE -----

BUYER'S COPY

The information below MUST be entered into the New Mexico Taxation and Revenue Department's NTTC.NET web-site at:
www.tax.newmexico.gov or you can send a copy of this form to the Department at the address below.

Certificate Type: **TYPE 9**Certificate Number: **B-1508042-09-00151**Date Issued: **02/12/2014** Expires Date:**EXECUTED BY:**

Buyer's New Mexico CRS ID#: 01-508042-00-0		
Company Name: GRANT COUNTY		
Address PO BOX 898		
City: SILVER CITY	State: NM	Country: USA Zip: 88061-0000
<u>Contract/Account Number:</u>		

EXECUTED TO:

Seller's New Mexico CRS ID#: 01-179401-00-1		
Company Name: CATERPILLAR FINANCL SRV CORP		
Address 2120 WEST END AVE		
City: NASHVILLE	State: TN	Country: USA Zip: 37203-5251
Date Certificate Executed: (cannot be prior to date issued)		2/12/2014

New Mexico Taxation and Revenue Department

PO Box 5557, Santa Fe, New Mexico 87502-5557

BUYER'S COPY: NONTAXABLE TRANSACTION CERTIFICATE - SERIES 1992

This Purchase Agreement is between **WAGNER EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 938K New Caterpillar Wheel Loader	SWL01888		\$0.00	\$179,300.00

Lessee:	Subtotal	\$179,300.00
GRANT COUNTY	Federal Excise Tax	0.00
PO BOX 1183	Other Tax	0.00
SILVER CITY NM 88061	Total Purchase Price	\$179,300.00
	Unit(s) Delivery Point:	
	SILVER CITY, NM 88062, GRANT	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

WAGNER EQUIPMENT CO.

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

MINUTES OF THE BOARD OF GRANT COUNTY COMMISSION
REGULAR MEETING FEBRUARY 27, 2014 9:00 a.m.

MEMBERS PRESENT	Ron Hall, Member Brett Kasten, Chairman Gabriel Ramos, Member
OTHERS PRESENT	Jon Saari, County Manager Robert Zamarripa, Grant County Clerk Abby Robinson, County Attorney Mary Guthrie, Grant County Assessor Raul Villanueva, Grant County Sheriff Steve Armendariz, Grant County Treasurer

challenging times, it's difficult to sustain. Senator Morales said "I appreciate your work; we had a full house on Grant County Day. The community showed up strongly." Senator Morales spoke about things directly related to the county; we talked a lot about the hospital. We settled on assessing the counties a 1/12th to go into the state program. This amount will leave \$9 million to \$12 million on the table in matching federal funds.

d. **Discussion of current status and future steps with Loma Verde Rd**

Grant County Planner Anthony Gutierrez said the next step is to accept the roads dedication it should be on the next county agenda. There will be several plats to sign. It will still be several months before construction.

e. **The Lodgers Tax committee appointing of one (1) Tourism Member.**

Commissioner Hall MOVED TO APPROVE and APPOINT Scott C. Terry. Commissioner Ramos SECONDED. MOTION CARRIED UNANIMOUSLY.

f. **Approve/Disapprove Volunteer Firefighters Annual Reporting to the NM Public Employees Retirement Association**

Cliff-Gila

Fort Bayard fire Dept.

Lower Mimbres Volunteer Fire Department

Pinos Altos Volunteer Fire & Rescue

Sapillo Rita Volunteer Fire Dept.

Tyrone Volunteer Fire & Rescue

Whiskey Creek Volunteer Fire & Rescue

Commissioner Ramos MOVED TO APPROVE. Commissioner Hall SECONDED. MOTION CARRIED UNANIMOUSLY.

g. **Approve/Disapprove inventory from Grant County Assessor's office to be Transferred: A 2004 Chevy Blazer. VIN #1GNDT13X54K155443 to Public Works Department. Inventory Tag #6541**

Commissioner Ramos MOVED TO APPROVE. Commissioner Hall SECONDED. MOTION CARRIED UNANIMOUSLY.

h. **Approve/Disapprove Proclamation declaring March 14, 2014, as Salt of the Earth Day.**

Commissioner Hall MOVED TO APPROVE. Commissioner Ramos SECONDED. MOTION CARRIED UNANIMOUSLY.

i. **Approve/Disapprove Proclamation declaring 2014 year of the Volunteer**

Commissioner Ramos MOVED TO APPROVE. Commissioner Hall SECONDED. MOTION CARRIED UNANIMOUSLY.

- p. Approve/Disapprove Modification of Grant Agreement for the USDA Forest Service

Commissioner Hall MOVED TO APPROVE. Commissioner Ramos SECONDED. MOTION CARRIED UNANIMOUSLY.

- q. Approve/Disapprove Grant County DWI Program and the NM Department of Health Assurances and Cooperative Agreement

Commissioner Ramos MOVED TO APPROVE. Commissioner Hall SECONDED. MOTION CARRIED UNANIMOUSLY.

- r. Approve/Disapprove Grant County DWI Program and the NM Department of Finance Memorandum of Understanding

Commissioner Hall MOVED TO APPROVE. Commissioner Ramos SECONDED. MOTION CARRIED UNANIMOUSLY.

VIII. Resolutions

- s. Approve/Disapprove Resolution No. R-14-05; Rosedale Rd. Colonia's Application

Commissioner Ramos MOVED TO APPROVE, Resolution No. R-14-05. Commissioner Hall SECONDED. MOTION CARRIED UNANIMOUSLY.

- t. Approve/Disapprove Resolution No. R-14-06; Accept Certain Roads within the Wind Canyon II Subdivision, Phases 4 & 5, for maintenance
Commissioner Hall MOVED TO APPROVE, Resolution No. R-14-06.
Commissioner Ramos SECONDED. MOTION CARRIED UNANIMOUSLY.

- u. Approve/Disapprove Resolution No. R-14-07; Authorizing the County to submit an application to the Department of Finance and Administration, Local Government Division to participate in the local DWI Grant and Distribution Program

Commissioner Ramos MOVED TO APPROVE, Resolution No. R-14-07. Commissioner Hall SECONDED. MOTION CARRIED UNANIMOUSLY.

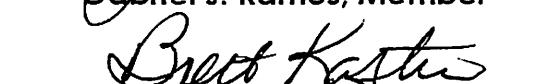
- v. Approve/Disapprove Resolution No. R-14-08; Governmental Equipment Lease-Purchase Agreement with Caterpillar financial Services Corp.
Commissioner Hall MOVED TO APPROVE, Resolution No. R-14-08.
Commissioner Ramos SECONDED. MOTION CARRIED UNANIMOUSLY.

SIGNED AND APPROVED THIS 13th DAY OF MARCH 2014.

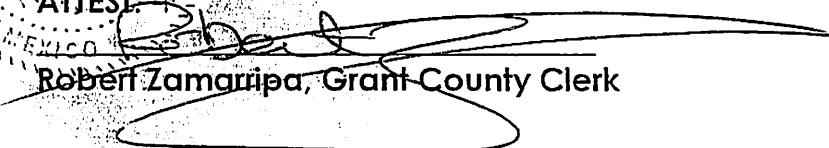
BOARD OF GRANT COUNTY COMMISSIONERS


Ron Hall, Member


Gabriel J. Ramos, Member


Brett Kasten, Chairman

ATTEST:


Robert Zambripa, Grant County Clerk

GRANT COUNTY

COMMISSIONERS

GABRIEL J. RAMOS

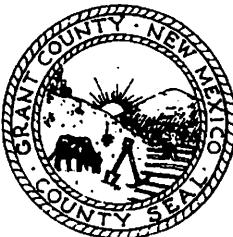
DISTRICT 1

BRETT A. KASTEN

DISTRICT 2

RON HALL

DISTRICT 3



COUNTY MANAGER

JON PAUL SAARI

Telephone: (575) 574-0008

Fax: (575) 574-0073

BOARD OF COUNTY COMMISSIONERS REGULAR MEETING FEBRUARY 27, 2014 – 9:00 A.M.

AGENDA

I. Call to Order

II. Pledge of Allegiance & Salute to State Flag

III. Approval of Regular Meeting Agenda

IV. Public Input

- During this portion of our meeting we welcome your suggestions and want to hear your concerns. This is not a question and answer period; speakers will be limited to five (5) minutes. Any individual who would like to discuss an item in more depth may request to be placed on a future agenda. Request forms are available in the County Manager's Office.

V. Minutes

- a. Approve/Disapprove January 9, 2014, Regular Meeting Minutes.

VI. New Business

- b. Administer the Oath of Office to Detention Center Officers and Issue Badges.
- c. Senator Morales to give an update on Legislations.
- d. Discussion of current status in future steps with Loma Verde Rd.
- e. The Lodgers Tax Committee is in the process of appointing one (1) Tourism Member. Interested parties are as follows:
 - Lucy Whitmarsh
 - Scott C. Terry
- f. Approve/Disapprove Volunteer Firefighters Annual Reporting to the New Mexico Public Employees Retirement Association.
- Cliff-Gila Fire Department
- Fort Bayard Fire Department
- Lower Mimbres Volunteer Fire Department
- Pinos Altos Volunteer Fire & Rescue

Office Of The Grant County Commissioners

1400 Highway 180 East, Silver City, NM 88061 • P. O. Box 898, Silver City, NM 88062

- Santa Rita Volunteer Fire Department
- Sapillo Creek Volunteer Fire & Rescue
- Tyrone Volunteer Fire & Rescue
- Upper Mimbres Volunteer Fire & Rescue
- Whiskey Creek Volunteer Fire & Rescue
- g. Approve/Disapprove inventory from the Grant County Assessor's Office to be transferred: A 2004 Chevy Blazer, VIN #1GNDT13X54K155443, License plate G 58046 to Public Works Department. Inventory Tag #6541.
- h. Approve/Disapprove Proclamation declaring March 14, 2014, as Salt of the Earth Day.
- i. Approve/Disapprove Proclamation declaring '2014 year of the Volunteer.
- j. Presentation from Mimbres Film LLC regarding a new business in Grant County to attract the film industry to Grant County.
- k. Presentation of Annual Report from High Desert Humane Society.
- l. Approve/Disapprove Application for Whiskey Creek Volunteer Fire and Rescue funding under the EMS Fund Act.
- m. Approve/Disapprove the Grant/Distribution Funding Application for the Local DWI Grant Program, Division – DFA.

VII. Contracts and Agreements

- n. Approve/Disapprove Amendment to County Agreement #A-13-16 for the DWI Grant Agreement #14-D-J-G-10 Amendment No. 1.
- o. Approve/Disapprove Amendment to reclassify funds for the North Central NM Economic Development District Non-Metro Area Agency on Aging; Direct Purchase of Services Vendor Agreement.
- p. Approve/Disapprove Modification of Grant Agreement for the USDA Forest Service.
- q. Approve/Disapprove Grant County DWI Program and the New Mexico Department of Health (DOH) Assurances and Cooperative Agreement.
- r. Approve/Disapprove Grant County DWI Program and the New Mexico Department of Finance Memorandum of Understanding.

VIII. Resolutions

- s. Approve/Disapprove Resolution #R-14-05; Rosedale Rd. Colonia's Application.
- t. Approve/Disapprove Resolution #R-14-06; Accept Certain Roads within the Wind Canyon II Subdivision, Phases 4 & 5, for maintenance.
- u. Approve/Disapprove Resolution #R-14-07; Authorizing the County to submit an application to the department of Finance and Administration, Local Government Division to participate in the local DWI Grant and Distribution Program.
- v. Approve/Disapprove Resolution #R-14-08; Governmental Equipment Lease-Purchase Agreement with Caterpillar Financial Services Corp.

IX. Bids

- w. Approve/Disapprove Bid No. B-13-04 for Assessment District in Viva Santa Rita Subdivision to bring Miners legend and Kneeling Nunn up to County standards.

- x. Approve/Disapprove Bid No. B-13-07; Fire Pump and Integrated Foam Tank to supply the Lower Mimbres VFD.
- X. Recess as the Grant County Board of Commissioners and Convene as the Grant County Indigent and Health Plan Claims Board**
 - y. Approve/Disapprove Health Plan Claims (Indigent Fund) for January 31, 2014.
- XI. Adjourn as the Grant County Indigent and Health Plan Claims Board and Reconvene as the Grant County Board of Commissioners**
- XII. County Reports**
- XIII. Adjournment**

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

1 Issuer's name Grant County, NM	2 Issuer's employer identification number (EIN) 615-341-1000
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Caterpillar Financial Services Corporation	3b Telephone number of other person shown on 3a 615-341-1000
4 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 1183	Room/suite 3
5 Report number (For IRS Use Only) 3	6 City, town, or post office, state, and ZIP code Silver City, NM 88061
7 Date of issue	8 Name of issue
9 CUSIP number	10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19 If obligations are TANs or RANs, check only box 19a ► <input type="checkbox"/>	
If obligations are BANs, check only box 19b ► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box ► <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$ 179,300	\$	5 years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ►	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ►	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ►	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ► _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ► _____		
c	Enter the EIN of the issuer of the master pool obligation ► _____		
d	Enter the name of the issuer of the master pool obligation ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here ► <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box ► <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ► <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► <input type="checkbox"/> and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.		
		3-11-14	Jon Saari, Manager
	Signature of issuer's authorized representative	Date	Type or print name and title
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date
			Check <input type="checkbox"/> if self-employed
	Firm's name ►	Firm's EIN ►	
	Firm's address ►	Phone no.	

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 394-8415

v. " Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
GRANT COUNTY

Description of Unit: 1 Caterpillar 938K serial # SWL01888

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.20000%	Concluding Payment (*)
0	179,600.00	0.00	0.00	0.00	179,600.00
1	179,600.00	2,367.72	0.00	478.93	177,711.21
2	177,711.21	2,367.72	0.00	473.90	175,817.39
3	175,817.39	2,367.72	0.00	468.84	173,918.51
4	173,918.51	2,367.72	0.00	463.78	172,014.57
5	172,014.57	2,367.72	0.00	458.71	170,105.56
6	170,105.56	2,367.72	0.00	453.61	168,191.45
7	168,191.45	2,367.72	0.00	448.51	166,272.24
8	166,272.24	2,367.72	0.00	443.39	164,347.91
9	164,347.91	2,367.72	0.00	438.26	162,418.45
10	162,418.45	2,367.72	0.00	433.11	160,483.84
11	160,483.84	2,367.72	0.00	427.96	158,544.08
12	158,544.08	2,367.72	0.00	422.78	156,599.14
13	156,599.14	2,367.72	0.00	417.60	154,649.02
14	154,649.02	2,367.72	0.00	412.39	152,693.69
15	152,693.69	2,367.72	0.00	407.18	150,733.15
16	150,733.15	2,367.72	0.00	401.96	148,767.39
17	148,767.39	2,367.72	0.00	396.71	146,796.38
18	146,796.38	2,367.72	0.00	391.45	144,820.11
19	144,820.11	2,367.72	0.00	386.19	142,838.58
20	142,838.58	2,367.72	0.00	380.90	140,851.76
21	140,851.76	2,367.72	0.00	375.60	138,859.64
22	138,859.64	2,367.72	0.00	370.30	136,862.22
23	136,862.22	2,367.72	0.00	364.96	134,859.46
24	134,859.46	2,367.72	0.00	359.62	132,851.36
25	132,851.36	2,367.72	0.00	354.27	130,837.91
26	130,837.91	2,367.72	0.00	348.90	128,819.09
27	128,819.09	2,367.72	0.00	343.52	126,794.89
28	126,794.89	2,367.72	0.00	338.12	124,765.29
29	124,765.29	2,367.72	0.00	332.70	122,730.27
30	122,730.27	2,367.72	0.00	327.28	120,689.83
31	120,689.83	2,367.72	0.00	321.84	118,643.95
32	118,643.95	2,367.72	0.00	316.38	116,592.61
33	116,592.61	2,367.72	0.00	310.91	114,535.80
34	114,535.80	2,367.72	0.00	305.43	112,473.51
35	112,473.51	2,367.72	0.00	299.93	110,405.72
36	110,405.72	2,367.72	0.00	294.41	108,332.41
37	108,332.41	2,367.72	0.00	288.89	106,253.58
38	106,253.58	2,367.72	0.00	283.34	104,169.20
39	104,169.20	2,367.72	0.00	277.78	102,079.26
40	102,079.26	2,367.72	0.00	272.21	99,983.75
41	99,983.75	2,367.72	0.00	266.62	97,882.65
42	97,882.65	2,367.72	0.00	261.02	95,775.95
43	95,775.95	2,367.72	0.00	255.40	93,663.63
44	93,663.63	2,367.72	0.00	249.77	91,545.68
45	91,545.68	2,367.72	0.00	244.12	89,422.08
46	89,422.08	2,367.72	0.00	238.46	87,292.82
47	87,292.82	2,367.72	0.00	232.78	85,157.88
48	85,157.88	2,367.72	0.00	227.08	83,017.24
49	83,017.24	2,367.72	0.00	221.38	80,870.90
50	80,870.90	2,367.72	0.00	215.65	78,718.83
51	78,718.83	2,367.72	0.00	209.92	76,561.03
52	76,561.03	2,367.72	0.00	204.16	74,397.47
53	74,397.47	2,367.72	0.00	198.39	72,228.14
54	72,228.14	2,367.72	0.00	192.61	70,053.03
55	70,053.03	2,367.72	0.00	186.81	67,872.12

EXHIBIT 2
Concluding Payment Schedule to
Governmental Agreement

Quote number 394-8415

Dated _____, 20____

between
Caterpillar Financial Services Corporation
and
GRANT COUNTY

Description of Unit: 1 Caterpillar 938K serial # SWL01888

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest 3.20000%	Concluding Payment (*)
56	67,872.12	2,367.72	0.00	180.99	65,685.39
57	65,685.39	2,367.72	0.00	175.16	63,492.83
58	63,492.83	2,367.72	0.00	169.31	61,294.42
59	61,294.42	2,367.72	0.00	163.45	59,090.15
60	59,090.15	59,247.72	56,880.00	157.57	0.00
		<u>198,943.20</u>	<u>56,880.00</u>	<u>19,343.20</u>	

(*) Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

GRANT COUNTY

COMMISSIONERS

GABRIEL J. RAMOS

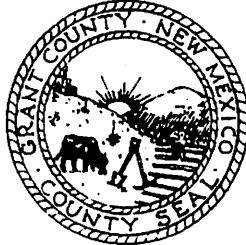
DISTRICT 1

BRETT A. KASTEN

DISTRICT 2

RON HALL

DISTRICT 3



COUNTY MANAGER

JON PAUL SAARI

Telephone: (575) 574-0008

Fax: (575) 574-0073

February 24, 2014

Caterpillar Financial Services, Corp.
2120 West End Avenue
Nashville, TN 37203

Re: Governmental Equipment Lease-Purchase Agreement, Trans No. 2165634 ("Lease")

Dear Sir/Madam:

I am the attorney for Grant County in regard to the above referenced transaction between Grant County and Caterpillar Financial Services, Corp. (Caterpillar). I am familiar with the transaction and have reviewed the transaction documents. Based on my examination of these and such other documents, records, and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which Grant County's interest may rely.

It is my opinion that:

1. Grant County is a fully constituted political subdivision duly organized and existing under the Constitution and laws of the State of New Mexico, and is authorized to enter into the transaction contemplated by the Lease and to carry out its obligations thereunder.
2. The Lease and all other documents contemplated by the Lease a) have been duly authorized, executed and delivered by Lessee and b) constitute valid, legal and binding obligations and agreements of Grant County, enforceable against Grant County in accordance with their terms, assuming due authorization and execution by Caterpillar.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state, or local governmental authority with respect to the entering into or performance by Grant County of the Lease or the Schedule and the transactions contemplated thereby.
4. Grant County has sufficient appropriations or other funds available to pay all amounts due under the Lease for the current fiscal year.
5. The interest payable to Caterpillar by Grant County under the Lease is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code (1986), as amended.
6. The entering into and performance of the Lease and all other documents contemplated by the Lease will not a) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or Lease applicable to Grant County or b) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security

Office Of The Grant County Commissioners

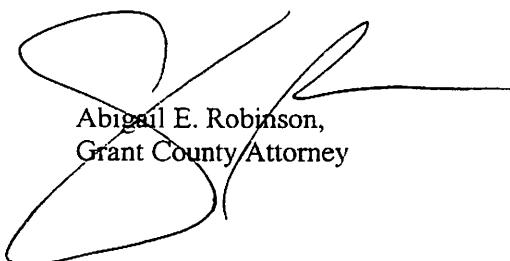
1400 Highway 180 East, Silver City, NM 88061 • P. O. Box 898, Silver City, NM 88062

interest or other encumbrance upon any assets of Grant county or the units purchased under the Lease pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Grant County is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may a) restrain or enjoin the execution, delivery or performance by Grant County of the Lease, b) in any way to contest the validity of the Lease, c) contest or question i) the creation or existence of Grant County or its governing body or ii) the authority or ability of Grant County to execute or deliver the lease or to comply with or perform its obligations thereunder. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Grant County from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The unit purchased under the Lease is personal property and, when subjected to use by Grant County, will not be or become fixtures under the laws of New Mexico.
9. The authorization, approval and execution of the Lease, the Schedule, and all other documents contemplated by the Lease, and all other proceedings of the Lease related to the transactions therein and contemplated thereby, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of New Mexico.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Grant County.
11. Caterpillar will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State of New Mexico and the County of Grant.

The opinion provided herein should in no manner be considered legal advice provided to Caterpillar and should in no way be considered the opinion of Grant County.

Very Truly Yours,



Abigail E. Robinson,
Grant County Attorney

GRANT COUNTY

COMMISSIONERS

GABRIEL J. RAMOS

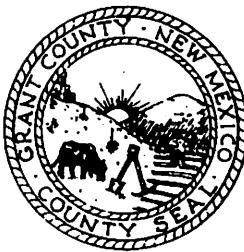
DISTRICT 1

BRETT A. KASTEN

DISTRICT 2

RON HALL

DISTRICT 3



COUNTY MANAGER

JON PAUL SAARI

Telephone: (575) 574-0008

Fax: (575) 574-0073

March 14, 2014

Caterpillar Financial Services Corp.
Beverly Frantel – Doc Services
2120 West End Avenue
Nashville, TN 37203

Attn: Sal Thakur, Territory Manager

Re: Resolution N. R-14-08

Dear Mr. Thankur:

Enclosed you will find the above referenced item. The items mentioned were presented to the Grant County Board of Commissioners on February 27, 2014, and was approved. The Commission Chair has signed on behalf of Grant County.

Please send us a copy of the referenced items once the documents have been completely signed.

If you should have any further questions, feel free to contact the County Manager's Office at 575-574-0006 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Denisha Lucero".

Denisha Lucero

Administrative Assistant

Abigail Robinson

From: Abigail Robinson
Sent: Friday, March 14, 2014 11:47 AM
To: 'Sal.Thakur@cat.com'
Subject: RE: Documents
Attachments: Signed Contract Docs 3.14.14.pdf

Hey Sal!

I think the docs that were sent were not complete, including missing signatures. So, I've had the entire packet re-signed. I've attached the re-signed docs, including the tax form. I'm also going to send the original packet to the address that you provided me.

Sincerely,
Abby

Abigail E. Robinson,
Grant County Attorney
P.O. Box 898
Silver City, NM 88062
575.574.0050 (p)
575.574.0073 (f)

Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information, including attorney-client privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

From: Sal.Thakur@cat.com [mailto:Sal.Thakur@cat.com]
Sent: Friday, March 14, 2014 10:59 AM
To: a Robinson@grantcountynm.com
Subject: Re: Documents

Good morning Abigail!

You won't believe it, but I just got word that we located the documents!! For some reason the tax form was signed on your scanned documents, but the original never made it in the package. I've attached another tax form. Could you help me get this signed?

Thanks so much Abigail!!

Sal

Sal Thakur
Territory Manager
Caterpillar Financial Services Corp.
Cell: 505-379-1010
Ofc: 505-884-1323
Fax: 615-341-6219

Abigail Robinson

From: Sal.Thakur@cat.com
Sent: Wednesday, March 12, 2014 1:52 PM
To: arobinson@grantcountynm.com
Subject: RE: Documents
Attachments: GRANT CTY DOCS..pdf

Hi again Abigail!!

Here are the documents we would like to have resigned. Please send the originals to:

Caterpillar Financial Services Corp.
Beverly Frantel – Doc Services
2120 West End Avenue
Nashville, TN 37203

Thanks!!

Sal

Sal Thakur
Territory Manager
Caterpillar Financial Services Corp.
Cell: 505-379-1010
Ofc: 505-884-1323
Fax: 615-341-6219

From: Abigail Robinson [mailto:arobinson@grantcountynm.com]
Sent: Wednesday, March 12, 2014 12:45 PM
To: Thakur, Sal
Subject: RE: Documents

Okay. The signed scanned docs won't work?

Thanks,
Abby

Abigail E. Robinson,
Grant County Attorney
P.O. Box 898
Silver City, NM 88062
575.574.0050 (p)
575.574.0073 (f)

Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information, including attorney-client privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

Abigail Robinson

From: Abigail Robinson
Sent: Tuesday, March 11, 2014 11:26 AM
To: 'Sal.Thakur@cat.com'
Subject: RE: Signed Documents
Attachments: Completed Contract Docs.pdf; Agenda and Minutes.pdf

Hi Sal,

I've attached the completed/signed contract docs.

Thanks!
Abby

Abigail E. Robinson,
Grant County Attorney
P.O. Box 898
Silver City, NM 88062
575.574.0050 (p)
575.574.0073 (f)

Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information, including attorney-client privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

-----Original Message-----

From: Sal.Thakur@cat.com [mailto:Sal.Thakur@cat.com]
Sent: Tuesday, March 11, 2014 6:28 AM
To: a Robinson@grantcountynm.com
Subject: Re: Signed Documents

Good morning Abigail,
Can you send me a scanned copy of what you send to our office in Nashville? I just want to make sure we have the correct signatures on them.

Thanks Abugail!

Sal

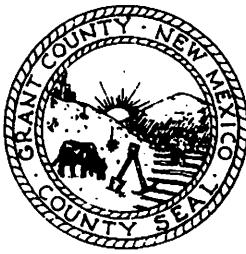
Sal Thakur
Territory Manager
Caterpillar Financial Services Corp
Mobile: (505) 379-1010

Sent from my IPad

GRANT COUNTY

COMMISSIONERS

GABRIEL J. RAMOS
DISTRICT 1
BRETT A. KASTEN
DISTRICT 2
RON HALL
DISTRICT 3



COUNTY MANAGER

JON PAUL SAARI

Telephone: (575) 574-0008
Fax: (575) 574-0073

March 4, 2014

Caterpillar Financial Services, Corp.
2120 West End Avenue
Nashville, TN 37203

Re: Governmental Equipment Lease-Purchase Agreement, Trans No. 2165634

Dear Sir/Madam:

Enclosed you will find the above referenced item. Resolution No. R-14-08 was presented to the Grant County Board of Commissioners on February 27, 2014, and was approved. The Commission Chair has signed on behalf of Grant County.

Once the Agreement has been fully executed, please forward a copy of the packet to the Grant County Manager's Office at P.O. Box 898, Silver City, NM 88062. Please feel free to contact the County Manager's Office at 575-574-0006 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Denisha Lucero".

Denisha Lucero
Administrative Assistant