



Agenda Item No. 9i

Meeting Date: December 7, 2022

Staff Contact: Kristopher Cadena, Chief Engineer, Utility Development

TITLE: R-22-35 – Authorizing an Agreement for Water and Sewer Service for KJ Estates - South

ACTION: Recommend Approval

SUMMARY:

The development is located between Teree Street and Ward Road, south of Gun Club Road within the Unincorporated Area of Bernalillo County. The project consists of a ten-unit subdivision with sewer main pipeline extensions for single-family residential development.

Wastewater service is contingent on the developer constructing collector lines that tie to the existing infrastructure proximate to the property.

All services provided within the development will be subject to current Utility Expansion Charges.

FISCAL IMPACT:

None.

ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-22-35

1

RESOLUTION

2 AUTHORIZING AN AGREEMENT FOR WATER AND SEWER SERVICE FOR KJ 3 ESTATES - SOUTH

4 WHEREAS, KJ Enterprise & Development LLC is the developer and owner of
5 real property to be developed as ten-unit subdivision with sewer main line extensions
6 located between Teree Street and Ward Road, south of Gun Club Road; and

7 WHEREAS, the property which is located outside the service area of the Water
8 Authority will require a development agreement for the extension and/or connection of
9 sewer lines to the Water Authority's sewer system; and

10 WHEREAS, the Water Authority's Water and Wastewater System Expansion
11 Ordinance requires that new service developed outside the Water Authority's service
12 area will incur no net expense to the Water Authority and be subject to provisions of
13 relevant updated planning documents as approved by the City of Albuquerque and/or
14 Bernalillo County; and

15 BE IT RESOLVED BY THE WATER AUTHORITY:

16 Section 1. KJ Enterprise & Development LLC will obtain all permits, assurances,
17 and approvals from the Water Authority and the Bernalillo County development/design
18 review process. Construction of sewer lines shall be in conformance with the plans
19 approved by the Water Authority and all applicable plans, specifications, requirements,
20 and standards of the Water Authority.

21 Section 2. The expansion of the System shall incur no net expense to the Water
22 Authority and be subject to current Utility Expansion Charges.

23 Section 3. KJ Enterprise & Development LLC will be responsible for close
24 coordination of the project with the Water Authority during the design and construction
25 phases, including the review of the design details during the design process, and the
26 approval of specifications and contract documents.

27 Section 4. The Executive Director is authorized to enter into the agreement with
28 KJ Enterprise & Development LLC for the provision of sewer service.

[+Bracketed Material+] - New
[-Bracketed Material-] - Deletion

DEVELOPMENT AGREEMENT
KJ Estates - South

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and KJ Enterprise & Development LLC, a New Mexico limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

- A.** KJ Enterprise & Development LLC is the “Developer” and owner of certain real property located in Town of Atrisco Grant (collectively, the “Property”). The Property is shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is located outside of the Water Authority’s currently Adopted Service Area.
- B.** The legal description for the property is: Tract 14, Row 1, Atrisco Grant and Tract 15, Row 1 South, Town of Atrisco Grant. The proposed legal description for the property is: Lots 14-A through 14-E & Lots 15-A through 15-E Inclusive Lands of James & Roxanne Padilla within Town of Atrisco Grant. The Property is more particularly described on **Exhibit B** attached hereto and incorporated herein by reference.
- C.** The Property will develop as 10-unit subdivision with public sewer main line extensions. Water service is currently not available for this Property.
- D.** The Property is located in Pressure Zone 1W of the Pajarito Trunk.
- E.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide sanitary sewer service only to the Property as water service is currently unavailable to the subject site. As a condition of such service, the Developer shall construct, or cause to be constructed, extensions of existing sanitary sewer lines and other necessary infrastructure improvements (collectively, “Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Facility Improvements referred to in this Agreement is attached hereto as **Exhibit C** and incorporated herein by reference and made a term of this Agreement.
- F.** The Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

2. Design and Construction of the Facility Improvements

- A.** The Developer will cause definitive designs and plans of the Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not take service from the Facility Improvements until the Water Authority has approved the Facility Improvements. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and County, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the Water Authority work order process.
- B.** The Developer will complete, or cause to be completed, construction of the Facility Improvements as approved by the County and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the County and the Water Authority. The Water Authority shall provide service to the Property only after the Water Authority has accepted the Facility Improvements. The Water Authority shall accept, operate and maintain the Facility Improvements after the Developer conveys, at no expense to the Water Authority, all the Facility Improvements together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.
- C.** The contractor's one (1) year warranty period shall commence upon final project acceptance by the Water Authority. The Developer shall be responsible for conducting an 11 month warranty inspection. Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- D.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- E.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the County Subdivision Improvements Agreement process, will be followed and used for the Facility Improvements.
- F.** Upon completion of all Work Order projects, the Developer shall provide to the Water Authority a completed Asset Data Table of the assets

installed/constructed or any other asset information required of the Water Authority.

3. Service

- A.** The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time. Connection for water service shall require the concurrent connection of sanitary sewer service to the Water Authority's wastewater system.
- B.** The Developer or its successor shall pay Utility Expansion Charges (UEC) at the rates that are imposed at the time of a service connection, as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.
- C.** Pursuant to Water Authority Resolution No. R-05-13, the Developer agrees that it will incorporate water conservation guidelines that will seek to achieve water usage of no more than 180 gallons per household which is equivalent to seventy-five (75) gallons per capita per day.

4. Termination. If construction of the Facility Improvements by the Developer has not been completed and accepted by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.

5. Water for Construction. During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.

6. Indemnification. Until final acceptance of the Facility Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility Improvements and the premises upon which the Facility Improvements are constructed. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design or construction of the Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.

7. Representations and Warranties of Developer. The Developer represents and warrants that:

- A.** Developer is a validly existing limited liability company under the laws of the State of New Mexico.
- B.** Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and
- C.** The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

8. Notices. Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez
Executive Director
Albuquerque Bernalillo County
Water Utility Authority
One Civic Plaza, Room 5012
Albuquerque, New Mexico 87102

If to Developer:

KJ Enterprise & Development LLC
Attn: James Padilla, Manager
4420 Ward Rd SW,
Albuquerque, New Mexico 87121

9. Assignment. This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

10. Miscellaneous. This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.

11. Integration; Interpretation. This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.

12. Approval. This Agreement is subject to the approval of the Board of Directors of the Water Authority and will not become effective until approved by the Water Authority.

13. Effective Date. The effective date of this Agreement is the date last entered below.

In Witness Whereof, the parties hereto have executed this Agreement on the dates entered below.

**Albuquerque Bernalillo County
Water Utility Authority**

By: _____
Mark S. Sanchez
Executive Director

Date: _____

**Developer
KJ Enterprise & Development LLC,
a New Mexico limited liability
corporation**

By: _____
James Padilla
Manager

Date: _____

ACKNOWLEDGEMENTS

STATE OF _____)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on this ____ day of
_____, by _____ [name]
_____, [title] of _____,
[company name], a _____ [type of entity], on behalf of said
company.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
) ss
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on _____, 20__ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

Notary Public

My Commission Expires:

EXHIBIT A
Zone Atlas Map Q-09

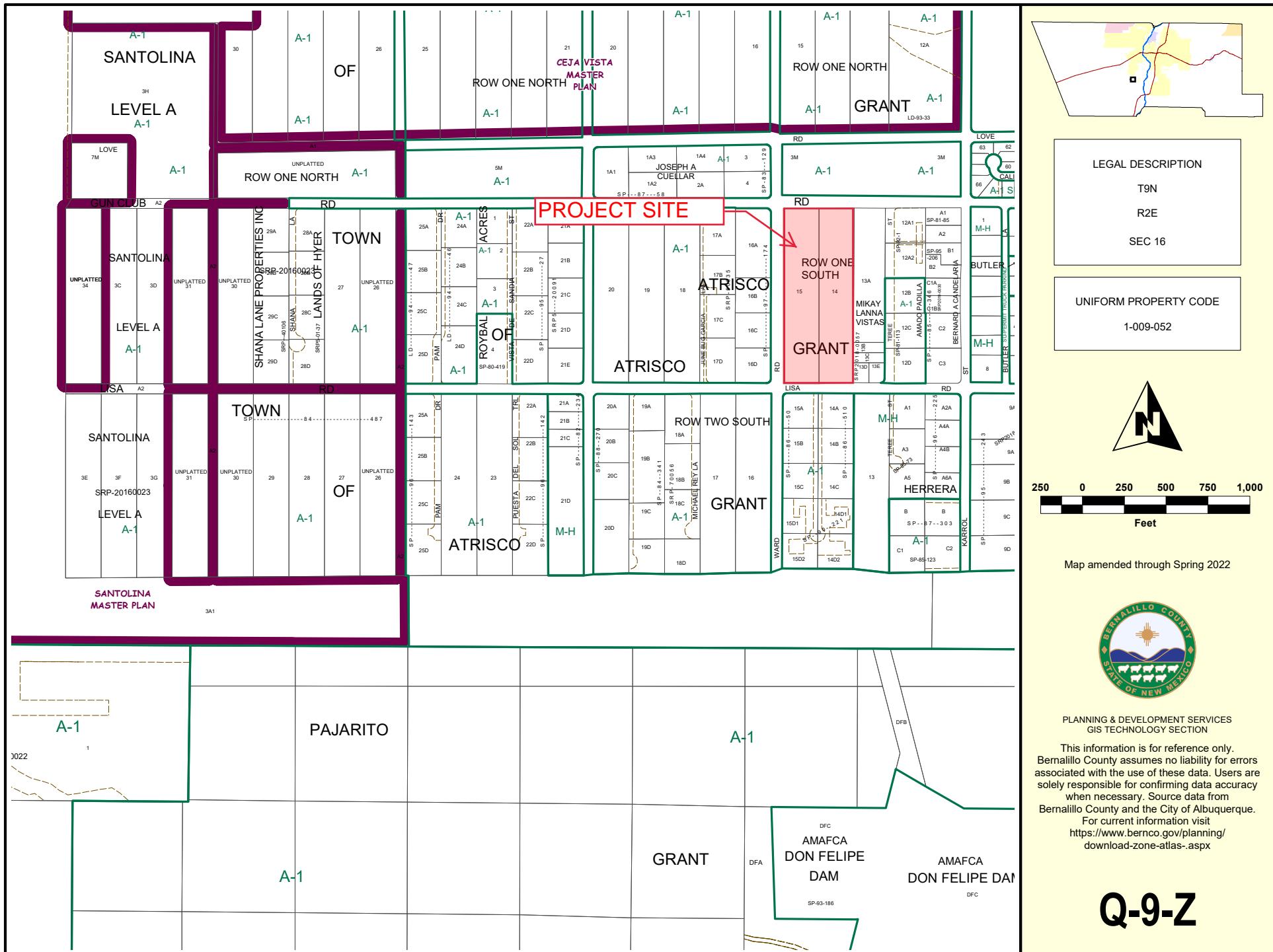


EXHIBIT B.1
Recorded Real Estate Contracts for
Tracts 14 and 15 of Town of Atrisco
Grant

REAL ESTATE CONTRACT

THIS CONTRACT IS MADE on this 24th day of June, 2019 (the "Effective Date"), by and between **YAMA LTD. CO.**, a New Mexico limited liability company, whose address is c/o Yvonne Beckley, 7307 New Dawn Court NE, Albuquerque, New Mexico 87122, hereinafter called Seller, and **JAMES PADILLA**, a married man as his sole and separate property, whose address is 4420 Ward Road SW, Albuquerque, New Mexico 87121, hereinafter called Purchaser. Whenever a masculine pronoun is used, it shall also be considered as referring to the female gender and plural pronouns, whichever is proper.

1. SALE: The Seller, in consideration of the premises and agreements herein made by the Purchaser, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of Bernalillo, and State of New Mexico:

A tract of land situate within the Town of Atrisco Grant, Section 16, Twp. 9 North, Rng. 2 East, N.M.P.M., Bernalillo County, New Mexico, said tract being numbered 14, Row 1, Atrisco Grant and more particularly described as follows:

Beginning at the Northeast corner of said Tract 14, said point being on the south line of the westerly extension of Gun Club Rd. SW., from which the northwest corner of Sunny Suburbs, a subd, to Bernalillo Co., N. Mex., bears East a distance of 8,212.24 feet;

Thence West, along the south line of the westerly extension of said Gun Club Road, a distance of 210.0 feet to a 2" Iron pipe, said pipe having been set as the Northeast corner of Tract 15 an being the Northwest corner of said Tract 14;

Thence South, along the boundary common to Tracts 14 & 15, a distance of 1037.0 feet to the Southwest corner of said Tract 14 and the north line of an unnamed public road;

Thence East, along the north line of said unnamed public road a distance of 210.0 feet to the Southeast corner of said Tract 14;

Thence North, along the east line of said Tract 14, a distance of 1037.0 feet to the point of beginning and containing 5.0 acres more or less.

ALSO KNOWN AS:

A certain tract of land situate in School District No. 11, Bernalillo County, New Mexico. Bounded on the North by the Gun Club Read; on the East by Land of David Padilla; on the South by a Road and on the West by land of Terecita Padilla, being one of several tracts of land allotted from the Atrisco Land Grant and more particularly described as follows: Measuring on the North 210 feet; on the East 1037 feet; on the South 210 feet and on the West 1037 feet, containing Five (5) Acres of land, more or less.

Subject to reservations, restrictions, covenants, easements of record, taxes and assessments and prior obligations as set forth hereinbelow (collectively referred to herein as the "Permitted Exceptions").

The Seller agrees, upon completion of all terms and conditions of this contract by the Purchaser, that the Purchaser shall then receive the Warranty Deed and related documents placed in escrow with this Contract.

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Seller's Initials
Purchaser's Initials

2. PRICE AND PAYMENT:

A. The Purchaser agrees to buy the above-described Property and to pay Seller therefor the total sum of TWO HUNDRED THOUSAND and 00/100 Dollars (\$200,000.00), payable as follows: SIX THOUSAND and 00/100 Dollars (\$6,000.00) cash down payment, which Purchaser has already given to Seller, ONE HUNDRED NINETY-FOUR THOUSAND and 00/100 Dollars (\$194,000.00) payable as follows:

\$194,000.00, the balance under this Real Estate Contract, which Purchaser agrees to pay in monthly principal and interest installments of \$1,100.00 each or more, including interest from October 15, 2019 at the rate of 5.0% per annum. The first payment shall be due on October 15, 2019, with like installments due and payable on the 15th day of each succeeding month thereafter for 60 months, at which time the entire remaining principal balance, together with all accrued interest, shall be due and payable in full.

In addition to the payments for principal and interest, Purchaser shall pay to the Escrow Agent, with each installment, a pro rata portion of the estimated annual property taxes on said Property, which payments shall be separately accounted for by the Escrow Agent and paid when due, the sum at the present time being \$50.67 per month making the total monthly payment due and payable on this Contract \$1,150.67, or more. Purchaser agrees to pay the adjusted payment in the event that property taxes and/or insurance increase/decrease. Purchaser shall be responsible for providing the Escrow Agent with notices of changes in taxes. In the event there be any shortfall in the escrow account, Purchaser shall be responsible to pay Escrow Agent any additional funds necessary to pay taxes and/or insurance.

In addition to the above, Purchaser will pay a lump sum principal payment of \$100,000.00 on or before October 15, 2019 Purchaser may pay additional lump sum principal reduction payments at any time. Escrow Agent will re-calculate the monthly payments and provide a new amortization schedule to the parties upon receipt of any lump sum payment of more than \$5,000.00.

Purchaser understands that the Property is in a Land Grant, and therefore the Property may not be insurable by a title company now or in the future. Land Grants are a unique ownership in real property. Purchaser understands their rights and obligations that may accompany ownership obligations and liabilities in Land Grant property.

If not sooner paid pursuant to the terms of this Contract, the entire Balance Due Seller shall be due and payable 5 years from the date of the first payment.

B. INTEREST ON BALANCE DUE SELLER. Except as specifically stated to the contrary in Paragraph 2, the Balance Due Seller will bear interest at the rate of five percent (5.0%) (the "Interest Rate") from October 15, 2019, and the payments will be paid to the Escrow Agent (named below) and continue until the entire Balance Due Seller plus any accrued interest due to Seller is fully paid.

C. LATE CHARGES AND COLLECTION COSTS. Late charges will be paid as additional interest. Purchaser will pay all late charges and all collection costs incurred on all Prior Obligations paid directly by Purchaser or through Escrow Agent. A late charge of \$75.00 of any payment will be due and payable on any installment that is made over ten (10) calendar days past due. The time period before the late charge becomes due shall not be considered a grace period.

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Seller's Initials
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Purchaser's Initials

APPLICATION OF PAYMENTS:

Initial the following paragraph.

Initials: PERIODIC INTEREST. Payments received by Escrow Agent, excepting prepayments, will be applied to regularly scheduled installments in the order in which payments are due and will be credited as though the payments had been made on their respective due dates, first to interest then to the Balance Due Seller.

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(1) All payments shall be assumed to be regular payments, and not prepayments, unless otherwise specified by Purchaser in writing at the time of delivering such payments to Escrow Agent. Purchaser may prepay all or any part of the Balance Due Seller without penalty, unless the Property is non-residential and this Contract provides for a pre-payment penalty or prohibition against pre-payment. Unless otherwise provided, Purchaser may prepay the unpaid balance in whole or in part at any time. Any prepayments shall be credited first to accrued interest, then to the Balance Due Seller of this Contract exclusive of assumed liens or obligations, then to Prior Obligations or obligations as described in this paragraph. Notwithstanding any prepayments, Purchaser will make the next regularly scheduled payments.

Should Purchaser fail to make any of the payments or perform any other obligations required hereunder, including the payment of any assumed obligation, and if Seller's attorney makes written demand therefor pursuant to Paragraph 8 below, the Purchaser shall pay within the time allowed the additional sum of **\$275.00**, plus tax and postage, unless otherwise stated, for Seller's attorney's fees.

The following lien(s) or obligation(s) is currently outstanding on the property:

3. PRIOR OBLIGATIONS/TYPE OF LIEN OR OBLIGATION HOLDER

A. Each of the following Prior Obligations is currently outstanding on the Property:

Type of lien or obligation	Holder/Loan Number	Recording Date or County where filed
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NONE.

Should Purchaser fail to pay any such installment payments prior to the same becoming delinquent, Seller may pay the same for the protection of the Property and his interest therein. Payment by Seller shall not be deemed a waiver of Purchaser's default, and the amount so paid by Seller shall be immediately due and payable to Seller and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

4. PURCHASER TO MAINTAIN PROPERTY; PAY INSURANCE, TAXES AND PAVING LIENS; AND SELLER'S RIGHTS:

A. MAINTENANCE. Purchaser will maintain the Property in as good condition as on the Effective Date, excepting normal wear and tear. Purchaser will obey all applicable laws governing the use of the Property, including but not limited to environmental laws.

B. INSURANCE. Purchaser shall maintain the following insurance coverage with an insurance company satisfactory to Seller. Such insurance shall be maintained for the benefit of Purchaser and Seller as their interests may appear. Purchaser will furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually prior to expiration of existing insurance stating that coverage will not be canceled or diminished without a minimum of 15 days prior written notice to Seller. **Property is vacant land.**

(1) Insurable improvements upon the Property shall be insured against the hazards covered by fire and extended coverage the amount of: (Initial either Paragraph (a) OR (b) below).

____ (a) \$ _____; OR
____ (b) not less than the greater of the replacement cost of the improvements or the Balance Due Seller; and

(2) Purchaser will maintain an umbrella policy in an amount not less than **\$1,000,000.00 with Seller as additional named insured or additional interest.**

C. TAXES. Unless otherwise stated herein, the property taxes for the current year **HAVE** been divided and prorated between Seller and Purchaser as of the Effective Date, and the Purchaser is responsible for and will pay the taxes and assessments of every kind against the Property hereafter billed. If permitted by the applicable assessor, Purchaser will have the Property assessed for taxation in Purchaser's name. Unless taxes are paid through an escrow account, Purchaser will send copies of paid tax receipts to Seller within 30 days after the taxes become due and payable.

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Seller's Initials
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Purchaser's Initials
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D. PAVING, UTILITY AND OTHER IMPROVEMENT LIENS AND CHARGES. Subject to proration, and unless otherwise stated herein, the Purchaser assumes any paving, utility or other improvement liens or charges now or later assessed against the Property and agrees to pay all installments of principal and interest thereon that become due after the Effective Date.

E. SELLER'S RIGHTS. Should the Purchaser fail to pay any amounts required to be paid by Paragraphs 4 B, C, and D before the amounts become delinquent, Seller may pay the same (but is not obligated to do so) for protection of the Property and Seller's interest in the Property. Payment of the amounts will not be deemed a waiver of any default of Purchaser for failure to pay the amounts, and the amounts that have been paid will be immediately due and payable to Seller, and will bear interest until paid at the highest Interest Rate provided in Paragraph 2 above.

5. PURCHASER'S RIGHT TO POSSESSION, SELLER'S RETENTION OF INTEREST. Purchaser will be entitled to take and retain possession of the Property unless and until Purchaser's rights in the Property are terminated by Seller as provided in Paragraph 8 below. Legal title to the Property shall remain in Seller's name until this contract has been fully performed upon the part of Purchaser and the Warranty Deed delivered as specified.

6. PURCHASER'S RIGHT TO SELL, ASSIGN, CONVEY, OR ENCUMBER. A sale, assignment, conveyance or encumbrance of all or any portion of Purchaser's interest in this Contract or the Property to any person or entity ("Assignee") constitutes a Transfer under this Contract.

(A) **First Provision: SALE WITHOUT CONSENT OF SELLER.** A Transfer to an Assignee will not require the consent of Seller. Purchaser will not, however, be released from Purchaser's obligations under this Contract by any Transfer under this Paragraph. Purchaser will deliver a copy of the written evidence of the Transfer (the "Transfer Document") to Escrow Agent.

(B) **Special Alternative Provision: NO SALE WITHOUT CONSENT OF SELLER. CAUTION: THE FOLLOWING PARAGRAPH SEVERELY RESTRICTS THE RIGHT OF PURCHASER TO TRANSFER THIS CONTRACT AND THE PROPERTY.** To invoke this provision, initial where indicated. If this Paragraph is initialed, paragraph 6A does not apply.

Initials XX A Transfer without payment of the Balance Due Seller will require obtaining the prior written consent of Seller, which Seller will not unreasonably withhold. A Transfer without payment of the Balance Due Seller, and without the prior written consent of Seller, will be an event of default for which Seller will have the right to send a Default Notice pursuant to Paragraph 8 and to demand payment of the Balance Due Seller.

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CAUTION: if the Property is subject to any prior mortgage(s), Deed(s) of Trust or Real Estate Contract(s), then the provisions thereof should be examined carefully for any conflict with the above clause.

7. TITLE INSURANCE OR ABSTRACT. Unless otherwise provided herein, Seller IS NOT delivering a Contract Purchaser's Title Insurance Policy to Purchaser or Abstract of Title to Escrow agent at the time this Contract is escrowed, showing insurable or marketable title to the Property as of the Effective Date, subject to the Permitted Exceptions, and Seller is not obligated to provide any other or further evidence of title.

8. SELLER'S RIGHTS IF PURCHASER DEFAULTS:

A. DEFAULT NOTICE. Time is of the essence in this Contract. If Purchaser fails to pay or perform any obligation of the Purchaser under this Contract, the failure will constitute default and the Seller may make written demand upon the Purchaser, with such notice to specify the default and the curative action required, at his address as follows: **4420 Ward Road SW, Albuquerque, New Mexico 87121**, or at such other address that Purchaser may designate by a notarized statement delivered to the Escrow Agent, which change of address will be effective on the seventh (7th) calendar day after receipt by the Escrow Agent.

B. MANNER OF GIVING DEFAULT NOTICE. Default notice will be given in writing by certified mail, return receipt requested, and regular first class mail, addressed to the Purchaser at the address for Purchaser provided in Paragraph 8A with a copy to the Escrow Agent. Default Notice given as provided in Paragraph 8A is sufficient for all purposes, and Purchaser expressly acknowledges that notice to him by mail, in the manner above specified, is sufficient for all purposes, whether or not the default Notice is actually received.

C. PURCHASER'S FAILURE TO CURE DEFAULT RESULTS IN TERMINATION OF PURCHASER'S EQUITABLE RIGHTS IN THE PROPERTY OR ACCELERATION OF BALANCE DUE SELLER.

(1) If the Purchaser fails or neglects to cure any default within thirty (30) days after the date Seller's default notice is mailed, then the Seller may, at Seller's option either:

(a) declare the whole amount remaining unpaid (Balance Due Seller) to be then due and proceed to enforce payment of the Balance Due Seller, plus any accrued interest, together with reasonable attorney's fees, postage and costs in which case the Special Warranty Deed will remain in escrow; or

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Purchaser's Initials

(b) terminate Purchaser's rights to the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Purchaser in the Property will end. If the Contract is terminated by Seller, Purchaser will forfeit all payments made pursuant to this Contract. Purchaser waives any claim to the payments if a default occurs and Seller elects to terminate Purchaser's right in the Property. If Purchaser's rights in the Property are terminated, Purchaser waives any and all rights and claims for reimbursement for improvements Purchaser may have made to the Property. Purchaser will be liable to Seller to the extent permitted by law for failure to comply with Paragraph 4A.

(2) If the final day for curing the default shall fall on a Saturday, Sunday, or non-business day of the Escrow Agent, then the period for curing the default shall extend to the close of business on the next regular business day of the Escrow Agent.

(3) Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller of Purchaser's default, or extension of the time for cure of any default under this Contract.

D. AFFIDAVIT OF UNCURED DEFAULT AND ELECTION OF TERMINATION. A recordable affidavit (the "Default Affidavit") made by Seller, Seller's agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording date of this Contract and stating the date that default notice was duly given, stating that the specified default has not been cured within the time allowed and that the Seller has elected to terminate Purchaser's right in the Property, and delivered to the Escrow Agent, shall be conclusive proof of the uncured default and election of termination of Purchaser's rights in the Property.

E. LEGAL RIGHT TO EVICT PURCHASER. Following Seller's termination of Purchaser's right in the Property, Purchaser is no longer entitled to possession of the Property and shall immediately surrender possession of the same to Seller. In the event Purchaser fails to surrender possession of the Property to Seller as required herein, Seller may file any action permitted by law in the district court in the county in which the Property is located to obtain possession of the Property and to remove Purchaser therefrom. If such proceedings are filed, Purchaser shall be liable for Seller's reasonable attorney's fees plus the legal costs of such action. Purchaser shall then become a tenant at will, for a rental amount equivalent to the installment payment theretofore required as monthly payments under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon thirty (30) days separate prior written notice. Seller's acceptance of such rental payment(s) shall not be deemed as any waiver of his rights, nor shall it constitute any manner of estoppel.

F. NOTICE TO ASSIGNEES. In addition to sending a default notice to Purchaser, Seller will send all default notices to all Assignees who have given written notice of the name, address, and interest in the Property, and who have provided a copy of the Transfer Document to Escrow Agent.

G. RIGHT AND OBLIGATIONS SURVIVING TERMINATION. In the event the Property is rented, upon termination of Purchaser's rights in the Property, Purchaser will provide an accounting to Seller of any prepaid rents and deposits received by Buyer from the Property, which obligation will survive termination. Notwithstanding the termination of Purchaser's right to the Property, Purchaser will be liable to Seller for any failure to maintain the property as required in Paragraph 4A, as well as for any unpaid taxes or utility liens which survive the termination of Purchaser's rights, prepaid rent, and rental deposits.

9. BINDING EFFECT. This Contract will bind and benefit the heirs, devisees, executors, personal representatives, successors and assigns of Seller and Purchaser.

10. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT:

A. ESCROW AGENT. Seller and Purchaser hereby appoint as Escrow Agent: **SUNWEST ESCROW, LC, 10600 Menaul Blvd. NE, Albuquerque, New Mexico 87112 or P.O. Box 36371, Albuquerque, New Mexico 87176-6371.**

B. ESCROW DOCUMENTS. The following papers are herewith placed in escrow:

1) Signed copy of Contract	3) Original Special Warranty Deed
2) Original Warranty Deed signed by Seller.	signed by Purchaser.

C. PRIOR OBLIGATIONS.

Name and Address of mortgagee/escrow agents/servicing agents: **NONE.**

D. The fee(s) of the Escrow Agent shall be paid as follows: Escrow set-up, disbursement fees, and close-out fee of the escrow agent shall be paid by Purchaser.

If such fee(s) is/are paid wholly or in part by Purchaser, that amount will be in addition to the amounts due from the Purchaser as provided in Paragraph 2, herein. The Escrow Agent is instructed to accept all monies paid in accordance with this Contract and remit the

WBS MBB JH
Seller's Initials *AGG*
Purchaser's Initials *JH*

money received (less applicable escrow fees) as follows: The escrow agent is instructed to remit balance to the credit of Seller as Seller shall hereafter direct.

E. ACCEPTANCE OF PAYMENTS. All payments shall be deemed provisionally accepted when tendered, subject to determination by the Escrow Agent of the correct amount and its timeliness of the payment. After each default notice is mailed to Buyer and any Assignee, pursuant to Paragraph 8, and a copy is furnished to Escrow Agent, Escrow Agent will not accept less than the full amount of the sum stated as due in the default notice.

F. RELEASE AND DELIVERY OF ESCROWED DOCUMENTS. Upon full payment of the Balance Due Seller and full performance under this Contract by Purchaser, other than payment of the assumed Prior Obligations, Escrow Agent is directed to release and deliver the Escrowed Documents to Purchaser.

G. DEFAULT BY BUYER. If the Seller or Seller's agent delivers an Default Affidavit to the Escrow Agent, then the Escrow Agent will release and deliver the escrowed documents to the Seller. The Escrow Agent will be entitled to rely on the Default Affidavit as conclusive proof of termination.

H. CHANGES IN ESCROW FEES. The Escrow Agent may charge its standard fees current as of the date the service is rendered, but all changes shall become effective only after sixty (60) days written notice to the party or parties paying the fee of the Escrow Agent.

I. INDEMNIFICATION. Seller and Purchaser and any Assignee will each indemnify and save harmless the Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with this Contract, including any interpleader or declaratory judgement action brought by Escrow Agent, but not for failure of the Escrow Agent to comply with this Paragraph 10 or the negligence or intentional act of Escrow Agent.

J. RESIGNATION BY ESCROW AGENT. The Escrow Agent may resign as Escrow Agent under this Contract by giving Seller and Purchaser sixty (60) days written notice of intent to resign. Seller and Purchaser will select a successor escrow agent and give written notice to Escrow Agent of the selection. If the parties fail, for any reason, to select a successor escrow agent and give Escrow Agent written notice of the selection within 60 days after mailing by Escrow Agent of notice of intent to resign, then Escrow Agent may select the successor escrow agent.

K. DEFAULT NOTICE/WRITTEN DEMAND. The Escrow Agent is instructed that after each and every written demand is mailed to the Purchaser, pursuant to Paragraph 8 above, and a copy thereof is furnished to the Escrow Agent, not to accept less than the full amount of the sum state as due in the written demand, plus the additional \$275.00, plus tax and postage, unless otherwise stated, for Seller's attorney's fees.

11. SEVERABILITY CLAUSE: The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of the remainder of this Contract.

12. ATTORNEYS' FEES. If either party uses the services of any attorney to enforce that party's rights or the other party's obligations under this Contract, the prevailing party will recover reasonable attorney's fees and costs from the non-prevailing party.

13. ENTIRE AGREEMENT. This Contract contains the entire agreement between the parties relating to the subject matter contained herein and supersedes any previous agreements, arrangements, undertakings or proposal, oral or written. This Contract may be varied only by a document signed by both parties. Each party hereto acknowledges that no other party has made any promise, representation, or warranty, express or implied, not expressly contained herein concerning the subject matter hereof.

14. FORCE MAJEURE. Neither party shall be liable for delay or failure to perform any obligation under this Contract if the delay or failure is caused by any circumstance beyond their reasonable control, including but not limited to, acts of God, war, civil unrest or industrial action.

15. LAW AND JURISDICTION. This Contract shall be governed by and construed in accordance with the laws of New Mexico and each party agrees to submit to the exclusive jurisdiction of the courts of New Mexico.

16. SEVERANCE. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been agreed with the invalid, illegal or unenforceable provision eliminated.

This Contract can be modified only in writing signed by the parties hereto.

The parties have signed and acknowledged this Contract effective as of the date stated at the beginning of this Contract.

CAUTION: YOU SHOULD READ THIS ENTIRE CONTRACT BEFORE SIGNING. IF YOU DO NOT UNDERSTAND THIS CONTRACT YOU SHOULD CONSULT YOUR ATTORNEY.

yes - MGB/11
Seller's Initials
Purchaser's Initials *JP agf*

SELLER:

YAMA LTD. CO., a New Mexico limited liability company

By: Arlene G. Jacobs
ARLENE G. JACOBS
Member

By: Melba G. Baca
MELBA G. BACA
Member

By: Archie C. Garcia
ARCHIE C. GARCIA
Member

By: Yvonne G. Beckley
YVONNE G. BECKLEY
Member

PURCHASER:

James Padilla
JAMES PADILLA

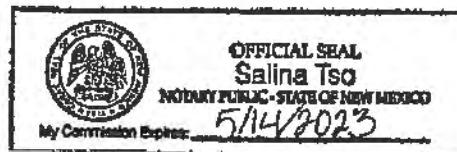
ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)
)

This instrument was acknowledged before me on June 24th, 2019, by ARLENE G. JACOBS,
MELBA G. BACA, ARCHIE C. GARCIA, and YVONNE G. BECKLEY, all as Members
of YAMA LTD. CO., a New Mexico limited liability company.

My Commission Expires: 5/14/2023

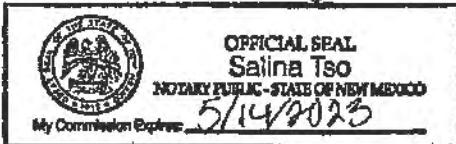
Salina Tso
Notary Public



STATE OF NEW MEXICO)
)
COUNTY OF BERNALILLO)
)

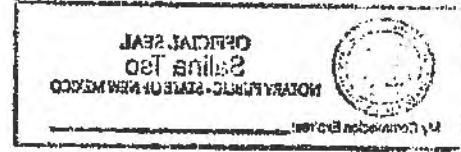
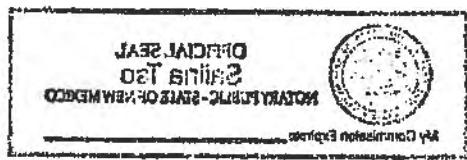
This instrument was acknowledged before me on June 24th, 2019 by JAMES PADILLA.

My Commission Expires: 5/14/2023



Notary Public

2013 July 14th
Seller's Initials _____
Purchaser's Initials _____



REAL ESTATE CONTRACT

THIS CONTRACT IS MADE in triplicate this 5th day of December, 2001, by and between JERROLD R. WARD and LINDA D. WARD, husband and wife, whose address is 7801 Coors Blvd. S.W., Albuquerque, New Mexico 87105, hereinafter called Seller, and JAMES L. PADILLA and ROXANNE PADILLA, husband and wife, as joint tenants (WROS), whose address is 3470 Gun Club S.W., Albuquerque, New Mexico 87121, hereinafter called Purchaser. Whenever a masculine pronoun is used, it shall also be considered as referring to the female gender and plural pronouns, whichever is proper.

1. SALE: The Seller, in consideration of the promises and agreements herein made by the Purchaser, agrees to sell and convey to the Purchaser the following described real estate, hereinafter called the Property, in the County of Bernalillo, and State of New Mexico:

Tract numbered Fifteen (15), Row One South, Town of Atrisco Grant, situate within projected Section 16, T9N, R2E, N.M.P.M., Bernalillo County, New Mexico, also known as Tract 15, Lands of Jerry Ward as recorded in deed book D-867, pages 827, 828 and 829 and being more particularly described as follows:

BEGINNING at the northwest corner of said tract being a point on the south right-of-way line of Gun Club Road SW, thence

S 89° 54' 34" E, 209.87 feet along said south right-of-way to the northeast corner; thence leaving said right-of-way S 00° 00' 28" E, 1037.39 feet to the southeast corner, being a point on the north right-of-way of Lisa Road SW; thence N 89° 56' 24" W, 201.01 feet along said north right-of-way to the southwest corner, being a point on the east right-of-way of Ward Road SW; thence N 00° 00' 00" W, 1037.50 feet along said right-of-way to the point of beginning.

Subject to reservations, restrictions and easements of record, and to property taxes for the current year and all subsequent years.

The Seller agrees, upon completion of all terms and conditions of this contract by the Purchaser, that the Purchaser shall then receive the Warranty Deed and related documents placed in escrow with this Contract.

2. PRICE AND PAYMENT: The Purchaser agrees to buy the above-described Property and to pay Seller therefor the total sum of **ONE HUNDRED FIFTY THOUSAND and NO/100 Dollars (\$150,000.00)**, payable as follows: **FOUR THOUSAND and NO/100 Dollars (\$4,000.00)** cash down payment, the receipt of which is hereby acknowledged, and the balance of **ONE HUNDRED FORTY SIX THOUSAND and NO/100 Dollars (\$146,000.00)**, payable as follows:

\$146,000.00, the amount of this Real Estate Contract, which Purchasers agree to pay in monthly installments of \$1,046.00 each or more, including interest from December 5, 2001 at the rate of 7.75% per annum. The first payment shall be due on January 5, 2002 with like installments due and payable on the 5th day of each succeeding month thereafter until paid in full.

A late charge of \$50.00 will be due and payable on any installment that is made ten (10) calendar days past due. The time period before the late charge becomes due shall not be considered a grace period.

The Purchaser herein is planning to subdivide the above described property and sell the lots. Before doing so, the Purchaser and Seller must agree, in writing, as to what portion of the sale of each lot the Seller will be entitled to. Failure of the Purchaser to obtain such agreement from the Seller will constitute of default of this Contract and shall be subject to the default provisions herein.

The above amount as above provided shall be paid to the escrow agent (exclusive of any prior lien or obligation being assumed) plus any accrued interest due to the seller until fully paid. Said unpaid balance shall bear interest at the rate of seven and three-quarters percentum (7.75%) per annum from the effective date December 5, 2001.

APPLICATION OF PAYMENTS:

Payments shall be applied as of the date of receipt by the Escrow Agent first to accrued interest then to principal balance of this Contract.



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Page: 1 of 4
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Mary Herrera

Bern. Co.

REC

R 13.98

Seller's initials
Purchaser's initials

All payments shall be assumed to be regular payments, and not prepayments, unless otherwise specified by Purchaser in writing at the time of delivering such payments to Escrow Agent. Unless otherwise provided, Purchaser may prepay the unpaid balance in whole or in part at any time. Any prepayments shall be credited first to accrued interest, then to the principal balance of this Contract exclusive of assumed liens or obligations, then to assumed liens or obligations as described in this paragraph. Notwithstanding any prepayments, Purchaser shall make the next regularly scheduled payments.

Should Purchaser fail to make any of the payments or perform any other obligations required hereunder, including the payment of any assumed obligation, and if Seller's attorney makes written demand therefor pursuant to Paragraph 5 below, the Purchaser shall pay within the time allowed the additional sum of \$125.00, unless otherwise stated, for Seller's attorney's fees.

The following lien(s) or obligation(s) is currently outstanding on the property:

TYPE OF LIEN OR OBLIGATION HOLDER

NONE

Should Purchaser fail to pay any such installment payments prior to the same becoming delinquent, Seller may pay the same for the protection of the Property and his interest therein. Payment by Seller shall not be deemed a waiver of Purchaser's default, and the amount so paid by Seller shall be immediately due and payable to Seller and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

3. PURCHASER TO PAY INSURANCE, TAXES AND PAVING LIENS, AND SELLER'S RIGHTS:

(a) **Insurance.** The Purchaser agrees to keep the insurable improvements upon the Property insured against the hazards covered by fire and extended coverage insurance, with an insurance company satisfactory to Seller in the sum of not less than \$N/A for the benefit of Purchaser and Seller as their interests may appear, and furnish a copy of the insurance policy or certificate of the insurance policy to Seller annually prior to expiration of existing insurance.

(b) **Taxes.** Unless otherwise stated herein, the property taxes for the current year have been divided and prorated between Seller and Purchaser as of the date of this Contract, and the Purchaser is responsible for and will pay the taxes and assessments of every kind hereafter billed. Purchaser will have the Property assessed for taxation in Purchaser's name. Upon request by Seller, Purchaser will send copies of the paid tax receipts each year to Seller.

(c) **Paving and Other Improvement Liens and Standby Charges.** Unless otherwise stated herein, the Purchaser assumes any paving and/or standby charges now assessed against the Property and agrees to pay all installments of principal and interest thereon that hereafter become due.

(d) **Seller's Rights.** Should the Purchaser fail to pay insurance premiums, taxes and assessments, paving liens, improvement liens or standby charges, or other such matters prior to the same becoming delinquent, Seller may pay the same (but is not obligated to do so) for protection of the Property and his interest therein. Payment of such charges shall not be deemed a waiver of any default of Purchaser for failure to pay such charges, and such amounts as have been so paid shall be immediately due and payable to Seller, and shall bear interest until paid at the same rate as provided in Paragraph 2 above.

4. PURCHASER'S RIGHT, SELLER'S RETENTION OF INTEREST:

Purchaser shall be entitled to take possession of the Property and retain possession unless and until Purchaser's interests under this Contract shall be terminated by Seller as provided in Paragraph 5 below. Legal title to the Property shall remain in Seller's name until this contract has been fully performed upon the part of Purchaser and the Warranty Deed delivered as specified.

5. SELLER'S RIGHTS IF PURCHASER DEFAULTS:

(a) **Default Notice.** Time is of the essence in this contract, meaning that the parties shall perform their respective obligations within the times stated. If Purchaser fails to make any of the payments required in Paragraph 2, herein, at the times specified, or fails or refuses to maintain insurance or to pay taxes, assessments or other charges against the Property, or fails or refuses to repay any sums advanced by the Seller under the provisions of Paragraph 3 above, the Seller may make written demand upon the Purchaser, with such notice to specify the default and the curative action required, at his address as follows: 341-762
Gun Club SW, Albuquerque, New Mexico 87121, or at such other address that Purchaser may designate by a notarized statement delivered to the Escrow Agent, which change of address will be effective on the seventh (7th) calendar day after receipt by the Escrow Agent.

(b) **Manner of Giving Default Notice.** Notice in writing shall be given by certified mail, return receipt requested, addressed to the Purchaser at the effective address for Purchaser provided in Paragraph 5(a), with a copy to escrow agent. Purchaser expressly acknowledges that notice to him by mail, in the manner above specified, is sufficient for all purposes, regardless of whether he actually receives such notice.

(c) **Purchaser's Failure to Cure Default Results in Termination of Contract or Acceleration of Entire Unpaid Balance.**

If the Purchaser fails or neglects to cure any default within Thirty (30) days after the date Seller's default notice is mailed, then the Seller may, at his option, either declare the whole amount remaining unpaid to be then due and proceed to enforce payment of the entire remaining unpaid balance, plus any accrued interest, together with reasonable attorney's fees, or he may terminate Purchaser's rights to the Property and retain all sums paid as liquidated damages to that date for the use of the Property, and all rights of Purchaser in the Property shall thereupon end. If the final day for curing the default shall fall on a Saturday, Sunday, or non-business day of the Escrow Agent, then the period for curing the default shall extend to the close of business on the next regular business day of the Escrow Agent.

Mary Herrera
Bern. Co. REC
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Page: 2 of 4
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Seller's initials
Purchaser's initials

J. H. L.
J. H. L.

Acceptance by Escrow Agent of any payment tendered shall not be deemed a waiver by Seller, or extension of the time for cure, of any other default under this Contract. In the event of termination, Purchaser hereby waives any and all rights and claims for reimbursement for improvements he may have made upon the Property.

(d) **Affidavit of Unexcused Default and Election of Termination.**

A recordable affidavit made by Seller, his agent, or Escrow Agent, identifying the parties, stating the legal description of the Property or the recording date of this Contract and stating the date that notice was duly given as provided above, that the specified default has not been cured within the time allowed and that the Seller has elected to terminate, and delivered to the Escrow Agent shall be conclusive proof for the Escrow Agent and any subsequent Purchaser or encumbrancer for value of such unexcused default and election of termination.

(e) **Purchaser Becomes Tenant.** Upon termination, Purchaser has no continuing right to possession. If Purchaser remains in possession of the Property after this Contract has been terminated as above provided, Purchaser shall then become a tenant at will, for rental amount equivalent to the installment payment theretofore required as monthly payments under this Contract, with the first such rental payment due immediately, in advance, and such tenancy being subject to termination by either party upon thirty (30) days separate prior written notice. Seller's acceptance of such rental payment(s) shall not be deemed as any waiver of his rights, nor shall it constitute any manner of estoppel.

(f) **Legal Right to Evict Purchaser.** Forceable entry and detainer proceedings, in addition to any other appropriate legal remedies, may be utilized by the Seller if necessary to obtain possession of the Property following termination of this Contract and termination of Purchaser's continued tenancy thereafter. If such proceedings are filed, Purchaser shall be liable for Seller's reasonable attorney's fees plus the legal costs of such action.

6. TITLE INSURANCE OR ABSTRACT:

Unless otherwise provided herein, Seller is delivering a Contract Purchaser's Title Insurance Policy to Purchaser or Abstract of Title to Escrow agent at the time this Contract is made, showing merchantable title to the Property as of the date of this Contract, subject to the matter referred to in this Contract, and Seller is not obligated to provide any other or further evidence of title.

7. PURCHASER'S RIGHT TO SELL:

(A) **First Provision:**

Purchaser shall be entitled to sell, assign, convey or encumber his entire interest in this Contract (but not a portion thereof) and the Property to any person or entity, hereinafter called Assignee, and may retain a security interest therein, without obtaining the consent or approval of the Seller. The Purchaser shall not, however, be released from his obligations hereunder by any such sale, assignment, conveyance or encumbrance. In the event Purchaser does sell, assign, convey or encumber said interest, then Purchaser, his Assignee, or any subsequent Assignee shall deliver a copy of such written sale, assignment, conveyance or encumbrance document to Escrow Agent.

Such sale, assignment, conveyance or encumbrance document shall specify the address of the Assignee and upon receipt of such document by the Escrow Agent, Seller shall only be required to send notice of default to the most recent Assignee who had given notice of such sale or assignment and his address to the Escrow Agent as provided herein. If such document is not received by the Escrow Agent, any notice of default need be sent only to the last person or entity and address for which written notice has been provided to the Escrow Agent as provided herein.

(B) **Special Alternative Provision:**

CAUTION: THE FOLLOWING PROVISION SEVERELY RESTRICTS THE RIGHT OF PURCHASER TO SELL, ASSIGN, CONVEY OR ENCUMBER THIS CONTRACT AND THE PROPERTY. If the parties wish to invoke this provision, they should check the box as indicated and each initial as provided. If the Special Alternative Provision is elected, the First Provision does not apply.

(check here) THE PARTIES ELECT TO INVOKE THE PROVISIONS OF THIS PARAGRAPH.

Initials

Purchaser shall not be entitled, directly or indirectly, to sell, assign, convey or encumber all or any portion of the Purchaser's interest in this Contract or in the Property without first obtaining the written consent of Seller, and Seller shall not be under any obligation to give such consent. In the event that Purchaser shall, directly or indirectly, sell, assign, convey or encumber or contract to assign, convey or encumber or contract to sell, assign, convey or encumber, directly or indirectly, all or any portion of the Purchaser's interest in this Contract or in the Property without the consent of Seller, it shall be an event of default subject to the rights of Seller in Paragraph 5, herein.

CAUTION: if the Property is subject to any prior mortgage(s), Deed(s) of Trust or Real Estate Contract(s), then the provisions thereof should be examined carefully for any conflict with the above clause.

8. BINDING EFFECT: This Contract shall extend to and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties to this Contract.

9. APPOINTMENT OF AND INSTRUCTIONS TO ESCROW AGENT:

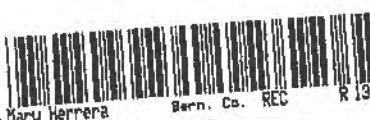
The parties hereby appoint as Escrow Agent: SUNWEST ESCROW, LC., 3240-D, JUAN TABO, N.E., Albuquerque, New Mexico 87111 OR P.O. Box 36371, Albuquerque, New Mexico 87176-6371.

The following papers are herewith placed in escrow:

1. Signed copy of Contract
2. Original Warranty Deed
3. Original Special Warranty Deed
4. signed by Purchaser.

(a) the fee(s) of the Escrow Agent shall be paid as follows: Escrow set-up, disbursement, and close-out fees of the escrow agent shall be equally split between the Purchaser and Seller.

If such fee(s) is/are paid wholly or in part by Purchaser, such amount shall be in addition to the amounts due from the Purchaser as provided in Paragraph 2, herein. The Escrow Agent is instructed to accept all monies paid in accordance with this Contract and remit the money received (less applicable escrow fees) as follows: The escrow agent is instructed to remit balance to Seller as Seller shall direct.

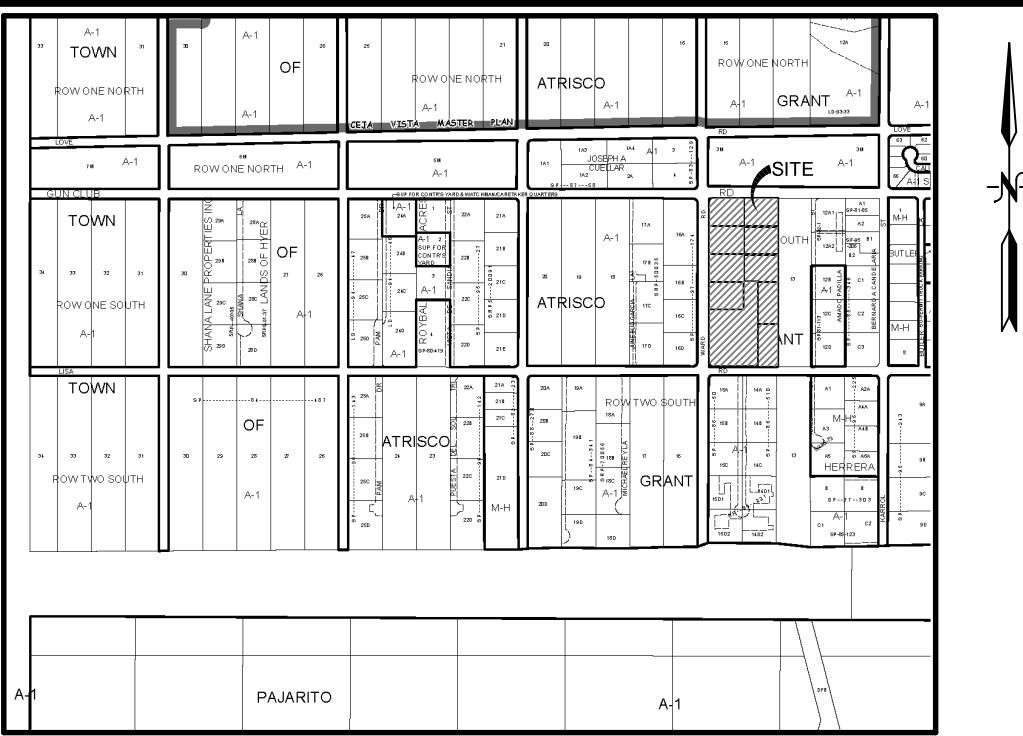


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Page: 3 of 4
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Mary Herrera Barn. Co. REC R 13.88
PAGE 3 OF 4

Seller's initials *Jeff L*
Purchaser's initials *Jeff L*

EXHIBIT B.2
Proposed Plat

**Lots 14-A through 14-E & Lots 15-A through 15-E Inclusive
Lands of James & Roxanne Padilla within Town of Atrisco Grant
Subdivision**



VICINITY MAP No. Q-9

LEGAL DESCRIPTION

LOT NUMBERED FOURTEEN (14) AND FIFTEEN (15) OF THE UNRECORDED PLAT OF THE TOWN OF ATRISCO GRANT, ROW 1 SOUTH, BERNALILLO COUNTY, NEW MEXICO.

**PLAT OF
LOTS 14-A THRU 14-E &
LOTS 15-A THRU 15-E INCLUSIVE
LANDS OF JAMES & ROXANNE PADILLA**

WITHIN
TOWN OF ATRISCO GRANT
PROJECTED SECTION 16, T. 9 N., R. 2 E., N.M.P.M.
BERNALILLO COUNTY, NEW MEXICO
JUNE 2022

CDRA CASE No.: _____

APPROVALS:

ABCWUA _____ DATE

AMAFCA _____ DATE

PUBLIC SERVICE COMPANY OF NEW MEXICO _____ DATE

NEW MEXICO GAS COMPANY _____ DATE

QWEST CORPORATION D/B/A CENTURYLINK QC _____ DATE

COMCAST _____ DATE

CITY SURVEYOR _____ DATE

MRGCD _____ DATE

BERNALILLO COUNTY APPROVALS:

BERNALILLO COUNTY PUBLIC WORKS DIVISION _____ DATE

BERNALILLO COUNTY NATURAL RESOURCES SERVICES _____ DATE

BERNALILLO COUNTY ZONING DEPARTMENT _____ DATE

BERNALILLO COUNTY FIRE MARSHALL _____ DATE

BERNALILLO COUNTY DEVELOPMENT REVIEW AUTHORITY, CHAIR _____ DATE

SURVEYORS CERTIFICATE:

STATE OF NEW MEXICO) S.S.
COUNTY OF BERNALILLO)

I, ANTHONY L. HARRIS, A DULY PROFESSIONAL LICENSED LAND SURVEYOR, UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION, THAT I AM RESPONSIBLE FOR SAID PLAT AND MEETS THE REQUIREMENTS FOR MONUMENTATION AND SURVEY OF THE BERNALILLO COUNTY SUBDIVISION ORDINANCE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM REQUIREMENTS FOR LAND SURVEYS AS SET FORTH BY THE STATE OF NEW MEXICO.

GIVEN UNDER MY HAND AND SEAL AT ALBUQUERQUE, NEW MEXICO,
THIS DAY OF 2022

ANTHONY L. HARRIS. P.S. # 11463

FREE CONSENT

THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETOR THEREOF. SAID OWNER / PROPRIETOR DOES HEREBY GRANT ANY AND ALL EASEMENTS AS MAY BE CREATED BY THIS PLAT. THOSE SIGNING AS OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

DATE

ACKNOWLEDGMENT
STATE OF NEW MEXICO) S.S.
COUNTY OF BERNALILLO)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME A NOTARY PUBLIC
THIS _____, DAY OF _____, 20_____,

BY:

OWNERS NAME

MY COMMISSION EXPIRES: _____ BY: _____
NOTARY PUBLIC

THIS IS TO CERTIFY THAT TAXES ARE CURRENT AND PAID ON

UPC# _____

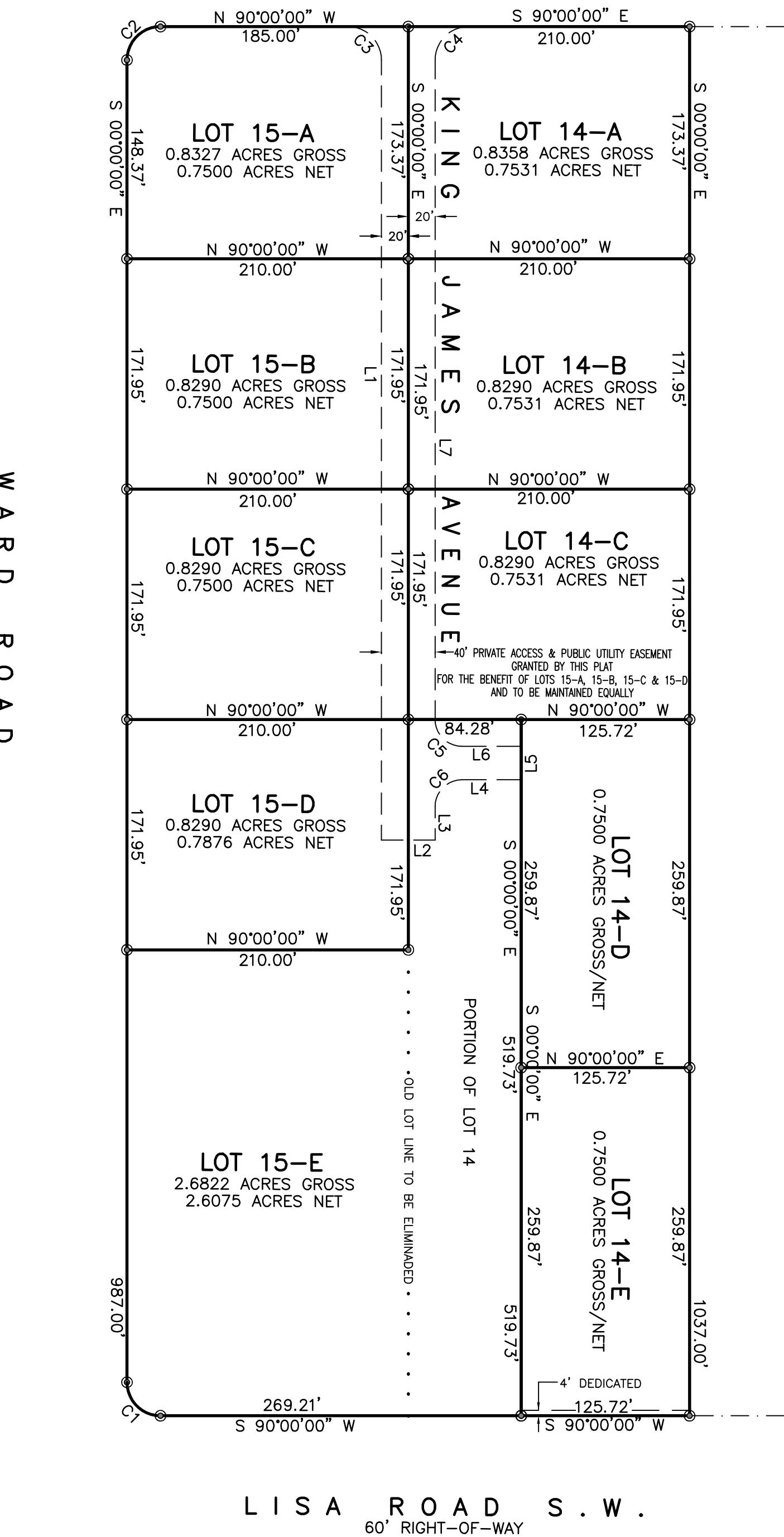
PROPERTY OWNER OF RECORD: _____

BERNALILLO CO. TREASURER'S OFFICE: _____



PHONE: (505) 250-2273
E-MAIL: harrisurveying51@gmail.com

GUN GLUB ROAD S.W.
60' RIGHT-OF-WAY



PLAT OF
LOTS 14-A THRU 14-E &
LOTS 15-A THRU 15-E INCLUSIVE
LANDS OF JAMES & ROXANNE PADILLA

WITHIN
TOWN OF ATRISCO GRANT
PROJECTED SECTION 16, T. 9 N., R. 2 E., N.M.P.M.
BERNALILLO COUNTY, NEW MEXICO
JUNE 2022

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	39.27'	35.36'	N 45°00'00" W	90°00'00"
C2	25.00'	39.27'	35.36'	N 45°00'00" E	90°00'00"
C3	25.00'	39.27'	35.36'	N 45°00'00" W	90°00'00"
C4	25.00'	39.27'	35.36'	S 45°00'00" W	90°00'00"
C5	20.00'	31.42'	28.28'	S 45°00'00" E	90°00'00"
C6	20.00'	31.42'	28.28'	S 45°00'00" W	90°00'00"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°00'00" W	582.27'
L2	S 90°00'00" W	40.00'
L3	S 00°00'00" E	25.00'
L4	S 90°00'00" W	44.28'
L5	S 00°00'00" E	25.00'
L6	N 90°00'00" E	44.28'
L7	S 00°00'00" E	492.27'

EXHIBIT C
Serviceability Letter
#220705R

October 25, 2022

Chair
Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Vice Chair
Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Tammy Fiebelkorn
City of Albuquerque
Councilor, District 7

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Timothy M. Keller
City of Albuquerque
Mayor

Charlene Pyskoty
County of Bernalillo
Commissioner, District 5

Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

Ex-Officio Member
Gilbert Benavides
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

James Padilla
7125 Cecilia Dr SW
Albuquerque, NM 87105

RE: Water and Sanitary Sewer Serviceability Letter #220705R
Project Name: KJ Estates
Project Address: 3341 Lisa Road SW
Legal Description: Tracts 14 and 15, Row 1, Atrisco Grant
UPC: 100905245035010208; 100905242835010204
Zone Atlas Map: Q-09

Dear Mr. Padilla:

Project Description: The subject site is located east of Ward Road between Gun Club Road and Lisa Road within unincorporated Bernalillo County. The proposed development consists of approximately ten acres and the property is currently zoned R-1 for single family residential. The property lies within the Pressure Zone 1W in the Pajarito Trunk.

The request for availability indicates plans to subdivide the site into ten lots. The lots are intended for single family use. The applicant's request is for sewer service only.

Revision: This revision is being issued to remove the previously required sanitary sewer extension along Ward Road. The property would be unable to connect to a gravity sewer main extension along Ward Road due to topography constraints. Namely the elevation difference between Ward Road and the lower situated project site is at worst case 18 feet.

Additionally, an extension of the public sanitary sewer collector along Lisa Road is required to provide opportunities for future development westward to extend the sanitary sewer collector system.

Adopted Service Area - Development Agreement: Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority adopted service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact Utility Development in regard to Development Agreements.

Existing Conditions: Water infrastructure in the area consists of the following:

- Six-inch PVC distribution line (project 26-6402.06-01, Pressure Zone 0W) along Lisa Road.
- Ten-inch PVC distribution line (project 26-6402.06-01, Pressure Zone 0W) along Gun Club Road.

Sanitary sewer infrastructure in the area consists of the following:

- Eight-inch PVC sanitary sewer collector line (project 26-5103.62-18) along Lisa Road, covering approximately half of the subject parcel's frontage on Lisa Road.

- 12-inch PVC sanitary sewer collector line (project 26-4686.91-96) along Gun Club Road, terminating at manhole Q09-101 approximately 215 feet east of the subject property's northeastern corner. Please note this manhole is referenced as Q10-101 on some GIS information.

Water Service: Currently, there is no water infrastructure available to serve the subject property as it is within Pressure Zone 1W-Pajarito Trunk which does not have existing waterlines needed to serve this area. The Water Authority, in partnership with Bernalillo County, are advancing the design and construction of water distribution lines needed to provide service to Pressure Zone 1W of the Pajarito Trunk, for areas identified as South Valley Drinking Water Project (SVDWP) Phase 8 and Phase 9. This effort is still in the planning stages and the water distribution lines will be constructed in smaller phases that are still being determined. Once the water distribution lines have been constructed and accepted by the Water Authority, service may be taken from the water distribution lines either by direct connection or by extension, depending upon the extents of the SVDWP Phase 8 and Phase 9 project.

Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service. Each legally platted property shall have individual, independent water services. No property shall share a water service with any other property.

Non-Potable Water Service: Currently, non-potable infrastructure is unavailable to serve the subject property.

Sanitary Sewer Service: New sanitary sewer service to the property can be provided contingent upon a developer funded project to construct the following improvements:

1. A new 12-inch collector main extension from the existing 12-inch collector at the intersection of Gun Club Road and Teree Street. This extension shall extend west, covering the subject site's entire frontage along Gun Club Road, terminating at the western property line of Tract 15.
 - a. Note, there is an existing development agreement for the developer who owns the existing Tract 13A of Mikkay Lanna Vistas Subdivision, located directly east of Tract 14. That developer is required to extend the 12-inch sanitary sewer along Gun Club Road, covering the entire frontage of Tract 13A. Should that developer not construct their extension, this project shall assume responsibility to extend the sanitary sewer from the existing location.
2. A new eight-inch collector main extension from the existing sanitary sewer located at intersection of Lisa Road and Lisa Street (reference manhole Q09-391) to the western property line of Tract 15.
3. A new public eight-inch sanitary sewer collector within the subdivision such that all lots can gain a routine perpendicular service connection.

The public sewer main within the subdivision shall be within easements as described further below. No property shall share a private sewer service with any other property. The engineer is responsible for sizing the service line(s) upstream of the public sanitary sewer line to serve the proposed development.

Fire protection: This property does not have available water service because the nearest mains are in a lower pressure zone than the subject property. Accordingly, water service not currently available, and that includes water service for fire protection.

Cross Connection Prevention: Approved dual check valves shall be inserted on all water services within pressure zones 0W, 1W and 1E.

Any residential premises having existing private wells and who desire to connect to the public water system shall have two options as follows:

1. Customers shall permanently abandon the use of private wells by plugging the wells as accepted by the Water Authority prior to connecting to the public water system; or
2. Customers who choose to maintain their private wells shall completely sever the private well from the premises' potable plumbing system and shall install a reduced pressure principle backflow prevention assembly approved by the Water Authority at the terminal end of the water service from the public water system (e.g., service connection).

Contact Cross Connection at (505) 289-3454, for James Baca, or (505) 289-5465, for Gilbert Paris, for more information.

Easements and Property: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated Rights-of-Way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service. A Warranty Deed shall be required when a property will be transferred to the Water Authority for the installation of Water Authority owned facilities such as pump stations, reservoirs, wells, lift stations, or any other facility. No side yard easements are allowed for public Water Authority infrastructure. Rather a separate tract shall be created (owned by a Homeowner's Association) with an easement granted to the Water Authority for the public waterline and/or public sanitary sewer line.

Pro Rata: As described in this statement, the extension of sanitary sewer lines may be eligible for partial reimbursement through the Pro Rata process as detailed in the Water Authority Water and Wastewater System Expansion Ordinance. Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

Design and Construction: Design and construction of all required improvements will be at the developer/property owner's expense. Improvements must be coordinated through the Bernalillo County Public Works Division and Water Authority Work Order process. Designs must be performed by a licensed, New Mexico registered, professional engineer. Construction must be performed by a licensed and bonded public utility contractor.

Utility Expansion Charge (UEC): In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and

rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized. Per the Rate Ordinance, each customer classification on the same premise requires a separate meter.

Water Resource Charge (WRC): All developments located outside of the Water Authority's Adopted Service Area will be assessed a Water Resource Charge (WRC) as provided in the Water Authority's Water and Sewer Rate Ordinance for the development of new water resources, rights and supplies necessary to serve the development. The WRC shall not be used for reimbursement except pursuant to a Water Authority Governing Board approved development agreement allowing reimbursement to offset the cost of regional master planned water, wastewater, and reuse supply projects necessary to the Water 2120 planning strategy. Contact Customer Service at (505) 842-9287 (option 3) for more information regarding account fees.

Water Use: When metered water service becomes available to this site, the Water Authority is ready, willing, and able to provide the maximum annual requirement for the subject subdivision/project for a period of at least 70 years as required by the Bernalillo County Subdivision Ordinance. However, the Water Authority is also committed to meeting water conservation goals and requirements. Accordingly, all new development utilizing Water Authority services are subject to the requirements for water usage and water conservation requirements as defined by the Water Authority. Where available, outdoor water usage shall utilize reclaimed water.

All new residential development outside of the Water Authority water service should be designed to meet the standard water usage of 180 gallons per day per household which is equivalent to 75 gallons per capita per day.

Closure: This serviceability letter does not provide a commitment from the Water Authority to provide services to the development. It only provides details of infrastructure that is available and potential precursors for the proposed development. For service to be provided, an approved development agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one (1) year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at kcadena@abcwua.org if you have questions regarding the information presented herein or need additional information.

Sincerely,



Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps
f/ Serviceability Letter #220705R

220705R - Water



Legend

- Project_Location
- General Map Keyed Notes
- Hydrant
- 1 - Proposed Lot Lines

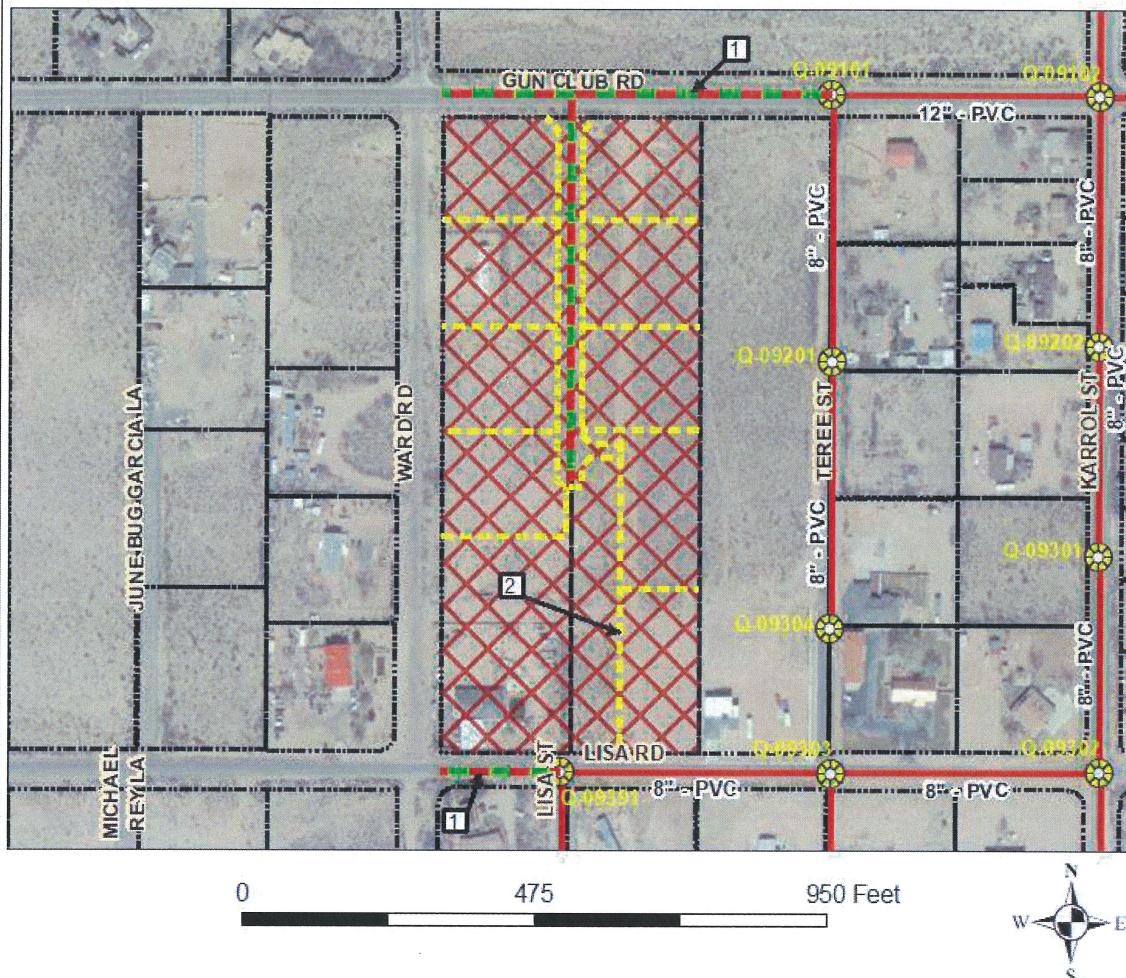
Pipe

SUBTYPE

- Distribution Line
- Hydrant Leg
- 0W
- 1W



220705R - Sanitary Sewer



Legend

	Project_Location	<input type="checkbox"/>	--- General Map Keyed Notes
	Sewer Manhole	<input type="checkbox"/>	1 - Proposed Sanitary Sewer Extension Lines Refer to Statement concerning Portion east of eastern Property Line of Tract 14.
Sewer Pipe			2 - Proposed Lot Lines
SUBTYPE			
	COLLECTOR		
			Water Utility Authority