
Meeting Date: June 26, 2019

Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

TITLE: R-19-16 – Authorizing an Agreement with PV Trails Albuquerque, LLC for Water and Sewer Service for Unit 3A of the Trails subdivision

ACTION: For Immediate Action - Recommend Approval

SUMMARY: PV Trails Albuquerque, LLC is the Developer and owner of property located in Unit 3A of the Trails subdivision, south of Paseo Del Norte and west of Rainbow Blvd. N.W. The Property consists of a total of 103.97 acres of developable land. The Property will develop in nine phases consisting of five single family residential developments (212 units), three multi-family residential developments (900 units) and one commercial development of neighborhood-scale convenience shopping, commercial uses or low-density multi-family residential dwellings.

The property lies within Pressure Zone 5W in the Corrales Trunk in the former New Mexico Utilities, Inc. ("NMUI") service area, outside the Water Authority's currently adopted Water Service Area.

Under the proposed Agreement, the provision of water and wastewater service to the Property represents no net expense to current ratepayers because service is contingent upon the Developer: constructing Master Plan Infrastructure consisting of a major transmission line and reservoir; paying its proportionate share of the cost of arsenic removal and installing other necessary facility improvements consisting of distribution and collector lines to tie into existing Water Authority infrastructure in the area.

All services provided within the development will be subject to the Utility Expansion and Water Supply Charges current at the time of connection and as updated from time to time. Reimbursement to the developer of the costs for the Master Plan Infrastructure is available only from Water UECs collected as services are established for those properties which benefit from the Master Plan Infrastructure.

IMMEDIATE ACTION: There is no July meeting, so the earliest this Agreement could be approved without waiver of the second reading is at the August meeting. Time is of the essence because the Developer has scheduled construction of the Master Plan Infrastructure in 2019 to insure that federal tax incentives for investment in a federally Qualified Opportunity Zone are available for construction activities in 2019.

FISCAL IMPACT:
None.

1 improvements consisting of distribution and collector lines to tie into existing Water
2 Authority infrastructure in the area.

3 Section 4. PV Trails Albuquerque, LLC will be responsible for close coordination
4 of the project with the Water Authority during the design and construction phases,
5 including the review of the design details during the design process, and the approval of
6 specifications and contract documents.

7 Section 5. The Executive Director is authorized to enter into an Agreement with
8 PV Trails Albuquerque, LLC consistent with this Resolution and Water Authority
9 Ordinances for the provision of water and sewer service to the Property.

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DEVELOPMENT AGREEMENT
The Trails Unit 3A

Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, (“Water Authority”) and **PV Trails Albuquerque, LLC**, a Nevada limited liability corporation, (“Developer”) (together, “Parties”), agree as follows:

1. Recitals

A. PV Trails Albuquerque, LLC is the “Developer” and owner of certain real property located in Unit 3A of the Trails subdivision (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property consists of a total of 103.97 acres of developable land zoned primarily for residential uses, with approximately 5.87 acres of property zoned commercial. The Property at full development will consist of nine phases, with all phases served by pressure zone 5W. The phases consist of five single family residential developments, three multi-family residential developments and one commercial development. The single-family residential developments consist of the following: Durango Unit 4 (22 single family residential lots), Durango Unit 5 (19 single family residential lots), Valle Prado Unit 4 (47 single family residential lots), Valle Prado Unit 5 (46 single family residential lots), and Catalonia (78 single family residential lots) for a total of 212 single family residential lots. The multi-family residential developments consist of the following: Tract 1 (240 multi-family residential units), Tract 4 (520 multi-family residential units) and Tract 5 (140 multi-family residential units) for a total of 900 multi-family residential units. Tract 3 is 5.87 acres of Mixed Use – Low Intensity (MX-L) zoned property that will develop with neighborhood-scale convenience shopping, commercial uses or low-density multi-family residential dwellings. The Property is located in the former New Mexico Utilities, Inc. (“NMUI”) service area, outside the Water Authority’s currently adopted Water Service Area.

B. The Properties are described as:

Tract lettered "C" of VALLE PRADO UNIT 3, (Being a Replat of Tract F, Valle Prado Unit 1 and Tract A, Valle Prado Unit 2), Within The Town of Alameda Grant in Projected Section 16, Township 11 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as shown and designated on the Plat recorded December 4, 2015 in Book 2015C, Page 158 as Document No. 2015104072, re-recorded as Corrected Plat recorded March 15, 2016 in Book 2016C, Page 21 as Document No. 2016023878.

Tracts numbered One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of the Bulk Land Plat of THE TRAILS UNIT 3A, (Being a Replat of Tracts 1 thru 8, OS-1 and OS-2, The Trails Unit 3 and Tract 12, The Trails Unit 2), City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the Plat of said Subdivision, filed in the office of the County Clerk of Bernalillo County, New Mexico on December 21, 2007 in Plat Book 2007C, Page 352 as Document No. 2007171107.

Tract "H" of Plat of DURANGO UNIT 1, (Being a Replat of Tracts 7 and 8, The Trails Unit 3A), Within The Town of Alameda Grant in Projected Section 16, Township 11 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same are shown and designated on the Plat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on February 12, 2016 in Plat Book 2016C, Page 12 as Document No. 2016013834.

Each of the Plats of the subject Properties as identified above are attached and incorporated as a portion of **Exhibit A**.

- C. Seven single family residential lots in Valle Prado Unit 4, representing 1.00 acres, are located in Pressure Zone 4W. The remaining 102.97 acres are located in Pressure Zone 5W of the Corrales Trunk.
- D. The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide water and sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, extensions of existing public water and sanitary sewer lines and other necessary infrastructure improvements (collectively, "Facility Improvements") under all applicable plans, specifications, requirements, and standards of the Water Authority. At the time of development for each phase, an Availability Request will be made by the Developer to the Water Authority. The Water Authority shall issue an Availability Statement for each the Property reflecting necessary Facility Improvements for each phase. Further approval of the Water Authority Board is not necessary for the issuance of such Availability Statements for Properties covered by this Development Agreement. 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 (as defined below in Section 4.B) reimbursements.
- E. In order to provide water and sanitary sewer service to the Property, certain regional water and sanitary sewer improvements (herein after referred to as the "Master Plan Infrastructure") will also be required as identified in the Zone 5W

of Corrales Trunk Master Plan Study dated January 2018 and any subsequent related technical memoranda. The Master Plan Infrastructure consists of a transmission line to convey water from the existing Zone 5W Corrales Pump Station 7 to a new Zone 5W storage reservoir. The sizing based on the Draft Corrales Trunk Master Plan is a 20" transmission line and 2.0-million-gallon reservoir. The final sizing of the transmission line and reservoir shall be determined in the Final Master Plan document, but will not be greater than described above. The Master Plan Infrastructure is shown on **Exhibit B**, attached and incorporated herein.

- F. The expansion of the existing potable water, non-potable water, and/or sanitary sewer systems to serve the Property will require augmented arsenic treatment. These augmentations are in addition to the Facility Improvements and Master Plan Infrastructure associated with this Development Agreement and subsequent Availability Statements. The Property is assessed a Facility Fee that reflects its proportional costs of the required additional system capacities, as detailed on Exhibit C. The Facility Fee shall be paid prior to the first service connection to the Property.
- G. A previous owner of the Properties, Woodmont Paseo, LLC, a Nevada limited liability corporation, was a party with the Water Authority to that Development Agreement (Durango Units 4 and 5 Subdivision) dated September 7, 2016, and that Settlement Agreement and Release in Full dated February 8, 2017, relating to portions of the Properties. Development did not occur under such agreements, and the current Developer has a different development plan and schedule. As is further evidenced by **Exhibit E**, the attached and incorporated Assignment and Release signed by John Murtagh, the Parties agree by their signatures hereto, that this Development Agreement fully rescinds and replaces the cited agreements between the Water Authority and Woodmont Paseo, LLC.

2. Design and Construction of the Facility Improvements

- A. The Developer will cause definitive designs and plans of the Facility Improvements for each phase to be produced which will include estimates of all costs and expenses. 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, Specifications, and Details.

- B.** The Developer will complete, or cause to be completed, construction of the Facility Improvements for each phase as approved by the City of Albuquerque Design Review Committee and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority. The Water Authority shall provide service to the Property only after the Water Authority has accepted the Facility Improvements pertinent to the applicable section of the Property and the Developer has met the requirements of Paragraph 4(E) of this Agreement and is not otherwise in breach of this Agreement. 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 Developer will not connect the Facility Improvements to the existing water and sanitary sewer lines within the City of Albuquerque ("City") public right-of-way or within public easements until the Water Authority has approved the Facility Improvements and confirmed Developer's compliance with the requirements of Paragraph 4(E) of this Agreement. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority and City, 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 City work order process.
- D.** The contractor's one (1) year warranty period shall commence upon final project acceptance of each City Work Order by the Water Authority. The Developer shall be responsible for conducting an 11 month warranty inspection. The Developer shall be responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- 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 Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, 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. Design and Construction of the Master Plan Infrastructure

- A.** The Developer will cause definitive designs and plans of the Master Plan Infrastructure to be produced which will include estimates of all costs and expenses. 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, Specifications, and Details.
- B.** Construction will be handled through the City and/or Water Authority work order processes. The Developer will complete, or cause to be completed, construction of the Master Plan Infrastructure as approved by the City of Albuquerque Design Review Committee, City of Rio Rancho, Bernalillo County, and/or the Water Authority, and in conformance with all applicable plans, specifications, requirements and standards of the applicable jurisdiction.
- C.** The Developer will not connect to the Master Plan Infrastructure until the Water Authority has approved the plans for the Master Plan Infrastructure and performed to the Water Authority's satisfaction the construction conditions stated herein.
- D.** The Developer will convey to the Water Authority all Master Plan Infrastructure that have been approved and accepted by the Water Authority as well as all real property and necessary easements, for the Master Plan Infrastructure at locations acceptable to the Water Authority, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the Master Plan Infrastructure. The property acquired for locating the required one (1) 2.0-million-gallon reservoir shall be of sufficient size and proper elevation as approved by the Water Authority, to allow for the construction of a future second 2.0-million-gallon reservoir. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority, City of Albuquerque and City of Rio Rancho, and/or Bernalillo County, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction.
- 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 Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, and/or the Water Authority Infrastructure Agreement, will

be followed and used for the Master Plan Infrastructure.

4. 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 (UECs) and the Water Supply Charges (WSCs)/Water Resource Charges (WRCs) 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. The Developer or its successor shall pay the Facility Fee prior to any service connections to the Water Authority's potable water, non-potable water, or sanitary sewer systems. The Facility Fee has been calculated for the Property contemplated under this Development Agreement as is set forth on Exhibit C. The Facility Fee reflects the proportional costs associated with the necessary increase in arsenic removal water treatment capacity.
- D. 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.
- E. **Interim Connection** - Subject to the terms of this Agreement, the Developer may temporarily serve those specific portions of the Property delineated on **Exhibit D** via a connection from the existing Corrales 5W closed looped system in the Corrales Trunk. The Water Authority will allow such connection to this closed looped system and issue water meters for that portion of the Property identified on Exhibit D when the construction of the transmission line and reservoir associated with the Master Plan Infrastructure has commenced. Commencement of construction shall require obtaining any needed construction permits and beginning actual excavation work to install the Master Plan Infrastructure.
- F. **Financial Guarantee** - For any Master Plan Infrastructure required to be constructed by Developer herein, the Developer shall provide a financial guarantee in the form of a performance bond that is acceptable to the Water Authority as assurance that the Master Plan Infrastructure will be completed and placed in service. The bond will be posted at the time the first interim connection above is requested, with the amount of the bond calculated based on the percentage of Master Plan Infrastructure still to be constructed at that time. The Developer can request partial reductions of the performance

bond amount as the Master Plan Infrastructure progresses and is accepted and approved by the Water Authority.

5. Reimbursement

- A.** As further delineated in this Agreement, the Water Authority will reimburse the Developer for all reasonable, preapproved direct costs associated with the completed Master Plan Infrastructure. The amount of the reimbursement payment will not include any interest. Costs that are reimbursable may include some or all of the fair market value of the land to be conveyed to the Water Authority, the master plan study, costs of design, construction (the aggregate amount of the construction contracts awarded), construction management, inspection, testing, staking, all associated Water Authority administrative fees and state and local gross receipts taxes incurred by the Developer in the construction of the Master Plan Infrastructure. The engineering costs of the master plan, design, construction management, inspection, testing, staking and the geotechnical investigation that are included in the amounts subject to reimbursement will be limited to the extent that such costs would have been allowed if engineering services were contracted by the Water Authority, that is limited by the multiplier used in the Water Authority contracts and according to standard Water Authority design fees.
- B.** Reimbursement of the costs for the Master Plan Infrastructure to the developer is available only from Water UECs collected as services are established for the properties either owned and/or purchased by the Developer that are within Pressure Zones 4W and 5W, as well as properties within Pressure Zone 5W served off of the Corrales Trunk which connect after the date of this Agreement which substantially benefit from the Master Plan Infrastructure.
- C.** Previously approved development agreements for developments owned by others within Pressure Zone 4W may already have obligated Water UECs for reimbursement. UECs will only be reimbursed once in connection with this or any other development agreement.
- D.** Reimbursement of UEC's will be paid on an annual basis to the Developer for those improvements completed and approved by the Water Authority and shall be initiated by the Developer. Under no circumstances will any other funding sources of the Water Authority be used for such reimbursements and nothing in this Agreement will be construed to require the Water Authority to use any other funding sources, including, without limitation, facility fees, pro rata, charges for current water and sewer services, franchise fee charges, facility rehabilitation charge, sustainable water supply charges, water supply charges, income from miscellaneous services or property, or interest on funds or receivables.

- E. The Developer will provide the Water Authority with calculations, itemized invoices, receipts and waivers of liens from subcontractors together with supporting documentation with the reimbursement request.
 - F. Reimbursements under this Agreement are meant to reimburse, from public funds, the Developer for certain costs of infrastructure design and implementation. Should the Developer receive public funds, public benefits or credits from any other public source to pay for, make up for, apply to or offset infrastructure design and implementation costs, such public funds, benefits or credits will be reported to the Water Authority and may represent a reduction in any reimbursements authorized by this Agreement.
- 6. Termination.** If construction of the Facility Improvements and/or Master Plan Infrastructure 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.
- 7. Water for Construction.** During the construction of the Facility Improvements and/or Master Plan Infrastructure, 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.
- 8. Indemnification.** Until final acceptance of the Facility and Master Plan Improvements by the Water Authority, the Developer shall be solely responsible for the condition and maintenance of the Facility and Master Plan Improvements and the premises upon which the Facility and Master Plan 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 and Master Plan 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.
- 9. 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 Nevada.
- 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.

10. 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:

PV Trails Albuquerque, LLC
Attn: Andrew Kaplan, Manager
4350 La Jolla Village Drive, Suite 110
San Diego, CA 92122

11. 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.

12. 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.

13. 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.

14. 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.

15. 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**

**Developer
PV Trails Albuquerque, LLC
a Nevada limited liability corporation**

By: _____
Mark S. Sanchez
Executive Director

By: _____
Andrew Kaplan
Manager

Date: _____

Date: _____



ABCWA DEVELOPMENT AGREEMENT
THE TRAILS UNIT 3A
EXHIBIT A

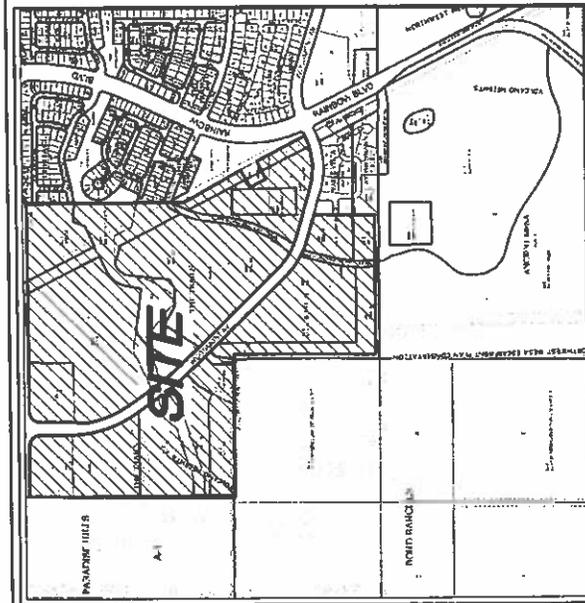
EXHIBIT A cont'd

PLATS OF SUBJECT PROPERTY

The Trails Unit 3A, 6 pages

Valle Prado Unit 3, 7 pages

Durango Unit 1, 7 pages



VICINITY MAP
Not To Scale

GENERAL NOTES

- Bearings are grid based upon the New Mexico State Plane Coordinate System, Central Zone (NAD 27).
- Distances are ground.
- Record plot bearings and distances where they differ from those measured by field survey are shown in parentheses () unless otherwise indicated herein.
- All corners are a 3/8" rear and cap stamped "HUGG L.S. 9750" unless otherwise indicated herein.
- Abiquiu City Zone Alize page C-8 and C-9.
- U.C.L.S. Log Number 2007391925.
- No direct access to Paseo Del Norte will be allowed.
- All street centerline monumentation shall be installed at all centerline PC's, PT's, angle points and street intersections and shown thus \odot . All centerline monumentation will be set using the standard monumentation shown on the "City of Albuquerque Monumentation" - Do not disturb. PS Number 9750" and will be set flush with the final asphalt lift.
- Monuments will be offset at all points of curvature, points of street intersections, and all other angle points to allow use of centerline monumentation.
- Current Zoning per the Volcano Heights Sector Development Plan as follows:
 Tracts 1 and 4 are designated SU-2 UR
 Tracts 2, 7 and 8 are designated SU-2 SRLL
 Tracts 6, 9 and 5 are designated SU-2 SRSL
 Tract 3 is designated SU-2 VC
 Tracts OS-1 thru OS-3 are designated SU-2 SU-1 Open Space

SUBMISSION DATA

- Total number of existing Tracts: 11
- Total number of Tracts created: 13
- Total mileage of full width streets created: 0
- Gross Subdivision acreage: 156.6623 acres.
- Tracts OS-1 thru OS-3 are Private Open Space Areas conveyed to The Trails Community Association, Inc. Maintenance of said Tracts shall be the responsibility of said Trails Community Association, Inc. There shall be no direct vehicular access from adjacent tracts, parcels or lots.
- Tracts OS-1 thru OS-3 are subject to a blanket easement for public open space and public storm drain easements to be 2' and OS-2 and OS-3 are also subject to a blanket easement for public water and public sanitary sewer to be granted to the City of Albuquerque and New Mexico Utilities, Inc. with the filing of this plat.

TREASURERS CERTIFICATION

This is to certify that taxes are current and paid on the following:
 10/11/2007 \$5,520.23. See Attachment A
 additional utilities

Trails LLC
 F. Lopez
 Bernalillo County Treasurer
 12-21-07
 Date

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- PNM Electric Services for installation, maintenance, and service of underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical service.
- PNM Gas Services for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas.
- DWest Corporation for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services, including but not limited to ground pedestals and closures.
- Comcast Cable for the installation, maintenance, and service of cable, fiber optic, and other related equipment and facilities reasonably necessary to provide Cable TV service.
- New Mexico Utilities, Inc. for the installation, maintenance, and service of underground water and sanitary sewer lines, valves and other equipment and facilities reasonably necessary to provide water and sanitary sewer service

In addition, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, modify, renew, operate, and maintain facilities for the purposes described above, together with free access to, from, and over said easements, in the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool, aboveground or underground, hot tub, or other structure shall be constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Code and other applicable regulations of National Electrical Code and other applicable regulations shown on this plat.

Easements for electric transformers/pole/linemen, as installed, shall extend ten feet (10') in front of transformer/switchgear doors and five feet (5') on each side.

DISCLAIMER

In approving this plat, PNM Electric Services and Gas Services (PNM) did not conduct a title search of the properties shown hereon or determine whether any other persons have any claim or easement rights to which it may be entitled.

PURPOSE OF PLAT:

The purpose of this Bulk Land Plat is to:

- Eliminate the existing interior tract lines and create the Thirteen (13) New Bulk Tracts shown hereon to facilitate platting of future Tracts Units.
- Grant the Public Roadway and Drainage Easements to the City of Albuquerque as shown hereon.
- Grant the Public Water and Sanitary Sewer Easement to New Mexico Utilities, Inc. (NMU), as shown hereon.
- Show the various Public Easements vacated by 07DRB-70266

SHEET INDEX

- SHEET 1 OF 5 - Approvals, General Notes, Etc.
 SHEET 2 OF 5 - Legal Description, Free consent and dedication
 SHEET 3 OF 5 - Overall Plot Boundary and Vacated Lot lines and easements
 SHEET 4 OF 5 - North 1/2 of Tracts Unit 3A
 SHEET 5 OF 5 - South 1/2 of Tracts Unit 3A
 SHEET 6 OF 5 - Curve and Line Tables

DOC# 200721187
 12/21/07 01:43 PM
 BERNALILLO COUNTY

12/21/07 01:43 PM
 BERNALILLO COUNTY

**BULK LAND FLAT OF
 THE TRAILS UNIT 3A**
 (BEING A REPLAT OF TRACTS 1 THRU 8, OS-1 AND OS-2,
 THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2)

WITHIN
 THE TOWN OF ALAMEDA GRANT
 IN
 PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 SEPTEMBER, 2007

PROJECT NUMBER: 07DRB-70266
 Application Number: 07DRB-70266

FLAT APPROVAL

UNITY Approval

PNM Gas and Electric Services	<i>[Signature]</i>	Date	10-04-07
DWest Corporation	<i>[Signature]</i>	Date	10/8/07
Comcast	<i>[Signature]</i>	Date	10-3-07
New Mexico Utilities	<i>[Signature]</i>	Date	12/9/07

Note: These properties lie within the New Mexico Utilities' service area. All utility easements and other capabilities are based upon the NMU, Inc. facilities, not the City of Albuquerque.

City Approval

City Surveyor	<i>[Signature]</i>	Date	10-3-07
Real Property Division	<i>[Signature]</i>	Date	
Environment of Health Department	<i>[Signature]</i>	Date	
Traffic Engineering, Transportation Division	<i>[Signature]</i>	Date	11-28-07
ABCWA	<i>[Signature]</i>	Date	
Parks and Recreation Department	<i>[Signature]</i>	Date	11/29/07
City Engineer	<i>[Signature]</i>	Date	11-28-07
DRB Chairperson, Planning Department	<i>[Signature]</i>	Date	12-21-07

SURVEYORS CERTIFICATION

Russ P. Hugg, New Mexico Professional Surveyor Number 9750, hereby certifies that this plat of survey was prepared from field notes of an actual ground survey prepared by me or under my supervision; that it meets the Standards for Accuracy and Registration for Professional Engineers and Professional Surveyors; that it meets the minimum requirements for surveys and monumentation set forth in the Uniform Standards of Practice and Code of Ethics of the Board of Surveyors; and that it is true and correct to the best of my knowledge and belief.

Russ P. Hugg
 NMPS No. 9750
 12/21/07
 12 September, 2007



SURVOTEK, INC.

Consulting Surveyors
 5001 10th Street, N.W. Albuquerque, New Mexico 87114
 Phone: 505-897-3300
 Fax: 505-897-5377

**BULK LAND PLAT OF
THE TRAILS UNIT 3A**

(BEING A REPLAT OF TRACTS 1 THRU 8, OS-1 AND OS-2,
THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2)
WITHIN

THE TOWN OF ALAMEDA GRANT
IN

PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN

CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
SEPTEMBER, 2007

LEGAL DESCRIPTION

Those certain parcels of land situated within the Town of Alameda Grant in projected Sections 16 and 17, Township 11 North, Range 2 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, comprising:

All of Tracts 1 thru 8, OS-1 and OS-2, The Trails Unit 3, as the same are shown on the plat entitled "Bulk Land Plat of Trails Unit 3" and "Bulk Land Plat of Trails Unit 3A" (BEING A REPLAT OF UNPLATTED LANDS OF TRAILS, LLC AND TRACT H-2, TRAILS UNIT 1) WITHIN THE TOWN OF ALAMEDA GRANT IN PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO, as shown on the plat entitled "Bulk Land Plat of Trails Unit 3" and "Bulk Land Plat of Trails Unit 3A" filed in the office of the County Clerk of Bernalillo County, New Mexico, on March 16, 2006 in Book 2006C, Page 85.

AND
All of Tract 12, The Trails Unit 2, as the same is shown and designated on the plat entitled "Bulk Land Plat of Trails Unit 2" and "Bulk Land Plat of Trails Unit 2A" (BEING A REPLAT OF UNPLATTED LANDS OF TRAILS, LLC AND TRACT H-2, TRAILS UNIT 2) WITHIN THE TOWN OF ALAMEDA GRANT IN PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO, as shown on the plat entitled "Bulk Land Plat of Trails Unit 2" and "Bulk Land Plat of Trails Unit 2A" filed in the office of the County Clerk of Bernalillo County, New Mexico, on October 18, 2004 in Book 2004C, Page 337.

Said Parcel contains 156.6523 acres, more or less.

FREE CONSENT AND DEDICATION

SURVEYED AND REPLATED and now comprising "BULK LAND PLAT OF THE TRAILS UNIT 3A (BEING A REPLAT OF TRACTS 1 THRU 8, OS-1 AND OS-2, THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2) WITHIN THE TOWN OF ALAMEDA GRANT IN PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST, NEW MEXICO PRINCIPAL MERIDIAN, BERNALILLO COUNTY, NEW MEXICO," with the free consent of owner(s) and proprietor(s) thereof, said owner(s) and proprietor(s) do hereby warrant as shown hereon. Said owner(s) and proprietor(s) do hereby warrant that they had among them, complete and indisputable title in fee simple to the land subdivided. Said owner(s) and proprietor(s) do hereby consent to all of the foregoing and do hereby represent that they are so authorized to act.

OWNERS

THE TRAILS, LLC
a Nevada limited liability company
Langford Group, Inc., its manager

By Kelly Murphy
Kathy Murphy, Vice President

THE TRAILS COMMUNITY ASSOCIATION, INC.

[Signature] 10-2-07
Tracy Murphy, President Date

ACKNOWLEDGEMENT

STATE OF NEW MEXICO 55
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 3rd day of October, 2007, by Kelly Murphy, Vice President of the Langford Group, Inc.

[Signature] My commission expires 12-1-08
Notary Public

ACKNOWLEDGEMENT

STATE OF ALABAMA NM
COUNTY OF BERNALILLO

The foregoing instrument was acknowledged before me this 2nd day of October, 2007, by Tracy Murphy, President of the Trails Community Association, Inc.

[Signature] My commission expires 12-1-08
Notary Public

NOTICE OF SUBMISSION PLAT CONDITIONS

TRACTS 1 THRU 8 AND TRACTS OS-1 AND OS-2
THE TRAILS UNIT 3

The plat of TRACTS 1 THRU 8 AND TRACTS OS-1 AND OS-2, THE TRAILS UNIT 3 has been granted a variance or waiver from certain subdivision requirements pursuant to Section 7 of the City of Albuquerque Subdivision Ordinance.

Future subdivision of lands within this plat, zoning Site Development Plan approvals, and development permits may be conditioned upon dedication of right-of-way and easements, and/or sewer, streets, drainage, grading, and parks in accordance with current resolutions, ordinances, and policies in effect at the time for any specific proposal.

The City and AMAFCA (with reference to drainage) may require and/or permit assessments to be added, modified, or removed when future plats and/or Site Development Plans are approved.

By its approval of this subdivision, the City makes no representation or warranties as to availability of utilities, or final approval of all requirements including (but not limited to) street dedications and/or improvements; park and open space requirements; drainage requirements and/or improvements; and development of lands within this subdivision is conditioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all of from a portion of the area within the subject subdivision.

Note: There is a Notice of subdivision plat conditions for Tracts 1 thru 8 and Tracts OS-1 and OS-2, The Trails Unit 3, filed in the office of the County Clerk of Bernalillo County, New Mexico on March 16, 2006 in Book A11, page 65C.

NOTICE OF SUBMISSION PLAT CONDITIONS

TRACTS 1 THRU 10 AND TRACTS OS-1 AND OS-2
THE TRAILS UNIT 3A

The plat of TRACTS 1 THRU 10 AND TRACTS OS-1 AND OS-2, THE TRAILS UNIT 3A has been granted a variance or waiver from certain subdivision requirements pursuant to Section 7 of the City of Albuquerque Subdivision Ordinance.

Future subdivision of lands within this plat, zoning Site Development Plan approvals, and development permits may be conditioned upon dedication of right-of-way and easements, and/or sewer, streets, drainage, grading, and parks in accordance with current resolutions, ordinances, and policies in effect at the time for any specific proposal.

The City and AMAFCA (with reference to drainage) may require and/or permit assessments to be added, modified, or removed when future plats and/or Site Development Plans are approved.

By its approval of this subdivision, the City makes no representation or warranties as to availability of utilities, or final approval of all requirements including (but not limited to) street dedications and/or improvements; park and open space requirements; drainage requirements and/or improvements; and development of lands within this subdivision is conditioned to investigate the status of these items.

At such time as all such conditions have been satisfactorily met, the City Engineer shall approve a recordable document, removing such conditions from all of from a portion of the area within the subject subdivision.

Note: There is a Notice of subdivision plat conditions for Tracts 1 thru 10 and Tracts OS-1 and OS-2, The Trails Unit 3A, filed in the office of the County Clerk of Bernalillo County, New Mexico on March 16, 2006 in Book A11, page 65C.

SECTION 14-14-4.7 PROHIBITION ON PRIVATE RESTRICTIONS ON THE INSTALLATION OF SOLAR COLLECTORS

"No property within the area of requested final action shall at any time be subject to a deed restriction, covenant, or binding agreement prohibiting solar collectors from being installed on buildings or erected on the lots or parcels within the area of proposed plat. The foregoing requirement shall be a condition to approval of this plat or site development plan for subdivision."

BOOK 20071118T

FILED IN THE OFFICE OF THE COUNTY CLERK OF BERNALILLO COUNTY, NEW MEXICO



SURVOTEK, INC.
Consulting Surveyors
1005 N. 1st Street, Suite 100
Albuquerque, NM 87102

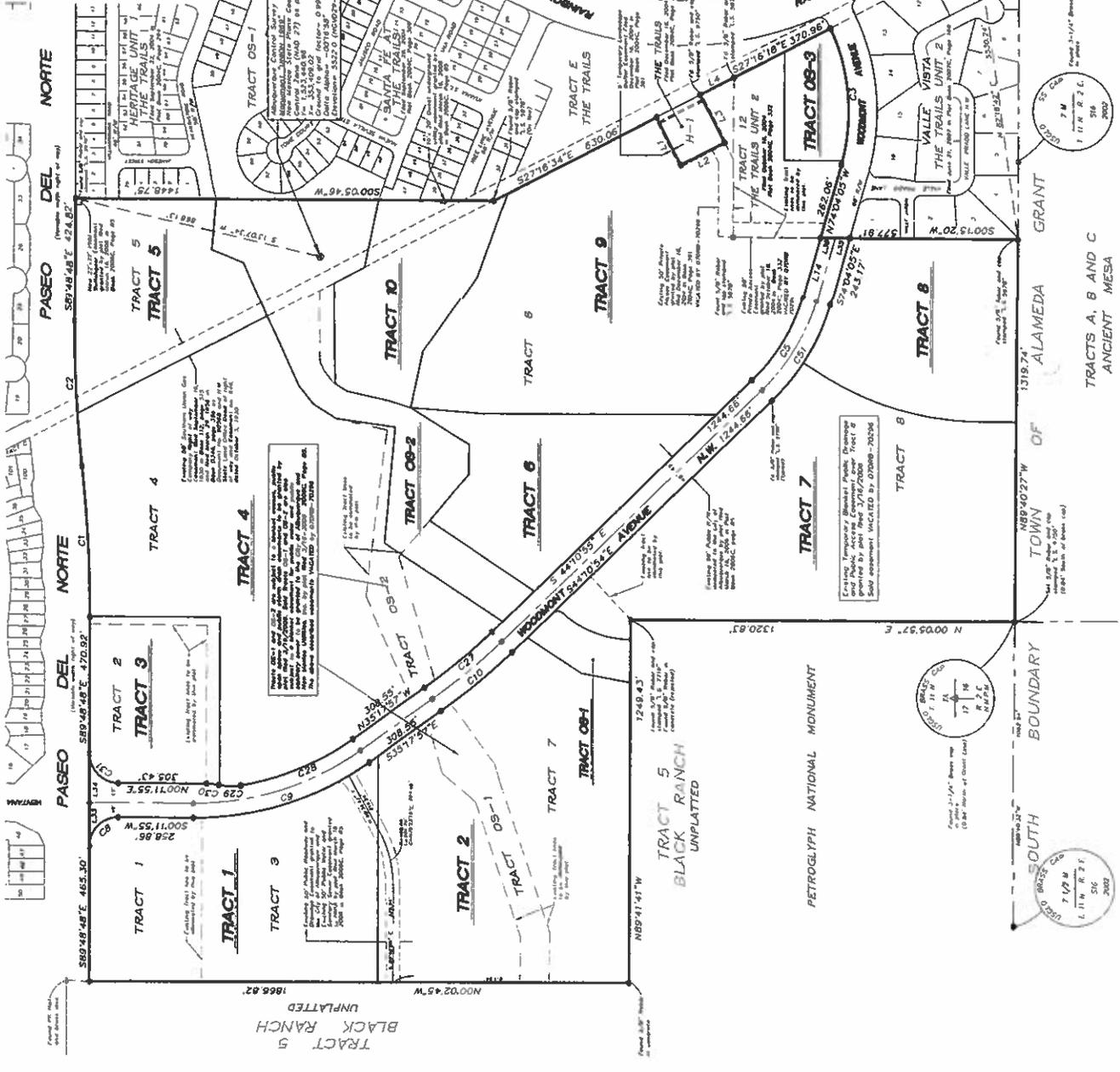
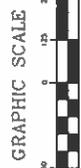
BULK LAND FLAT OF THE TRAILS UNIT 3A

(BEING A REPEAT OF TRACTS 1 THRU 5, OS-1 AND OS-2, THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2) WITHIN

THE TOWN OF ALAMEDA GRANT

IN
PROJECTED SECTIONS 18 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
OCTOBER 2007

EXISTING EASEMENTS AND TRACT LINES VACATED BY THIS PLAN



Abstract: General Survey Map: 75-020
Zone (NAD 83): 12 N, 17 E
Date of Survey: 09/19/04
Date of Plat: 10/03/07
Elevation: 5427.58 (401079)

7 M
1 11 N, R 2 E
S16
2002

TRACTS A, B AND C
ANCIENT MESA
Plat February 3, 2006 in Plat Book 2006, Page 48

TRACT 5
BLACK RANCH
UNPLATTED

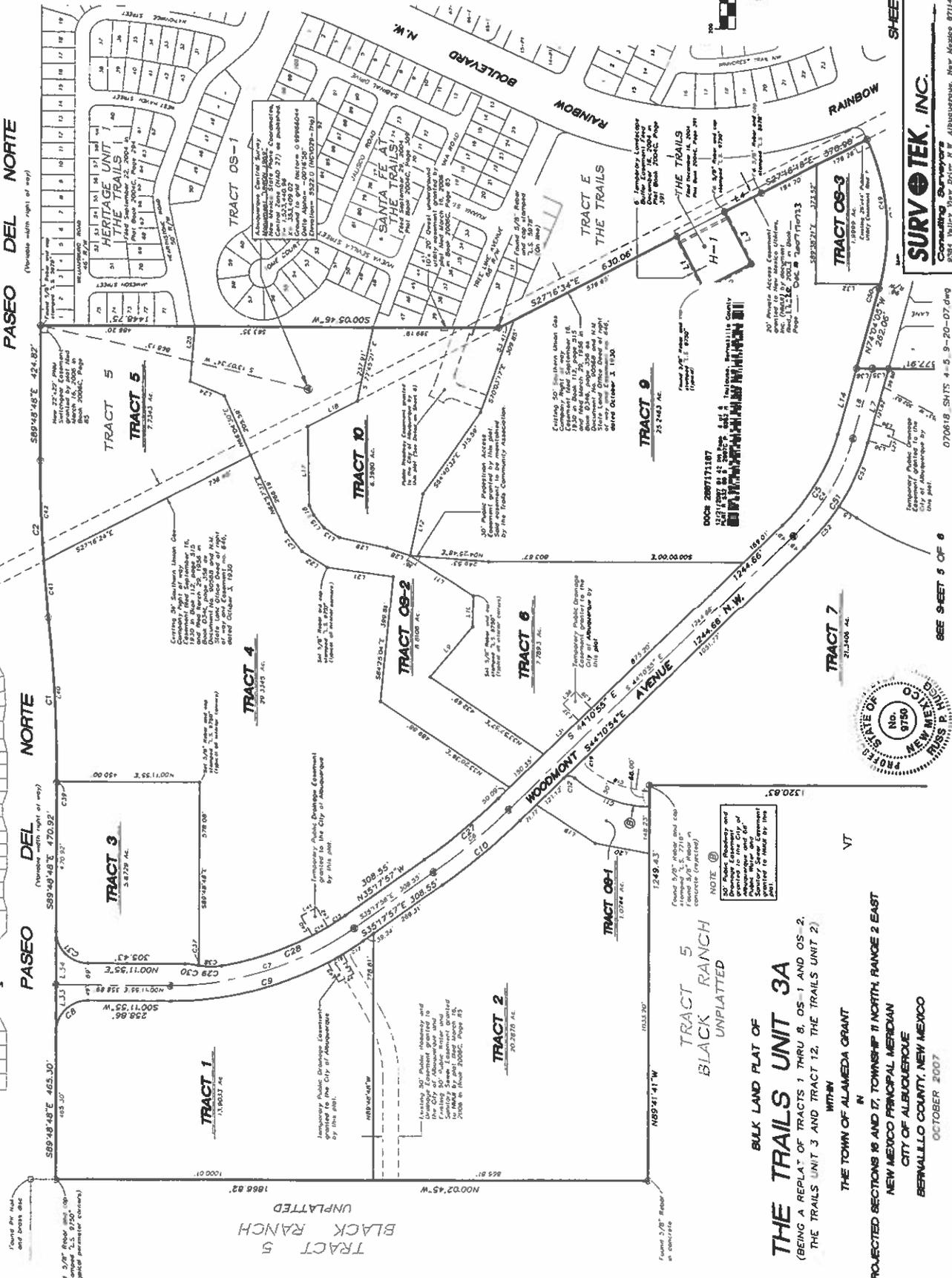
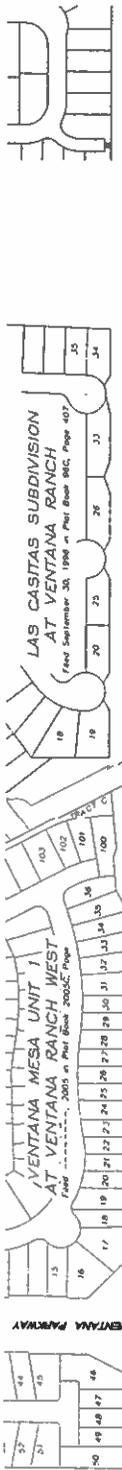
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5
TRACT 6
TRACT 7
TRACT 8
TRACT 9
TRACT 10

TRACT OS-1
TRACT OS-2
TRACT OS-3

SURVOTEK, INC.
Consulting Surveyors
100 Valley View Drive N.E. Albuquerque, New Mexico 87114 Fax 505-897-5777

070618_SHTS 1-3_9-20-07.dwg
DOCS 200711187
12/11/07 11:42 AM Page 3 of 6
New Mexico Bernalillo County
PLAT BOOK 2007, PAGE 118

SHEET 3 OF 6



NOTE: 1. All Public Utility and Public Utility Easements shown on this plan are shown for information only and are not to be construed as a grant of any right or interest in the land.

TRACT 5
BLACK RANCH
UNPLATTED

THE TOWN OF ALAMEDA GRANT
IN
THE TRAILS UNIT 3A
(BEING A REPLAT OF TRACTS 1 THRU 8, OS-1 AND OS-2,
THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2)

PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
OCTOBER 2007

SURVOTEK, INC.
Consulting Surveyors
2801 Valley View Drive N.W. Albuquerque, New Mexico 87114 P.O. Box 887-2077

SHEET 4 OF 6

SEE SHEET 5 OF 6

070618 SHITS 4-5, 9-20-07 (49)

BULK LAND FLAT OF THE TRAILS UNIT 3A

(BEING A REPLAT OF TRACTS 1 THRU 8, OS-1 AND OS-2,
THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2)
WITHIN

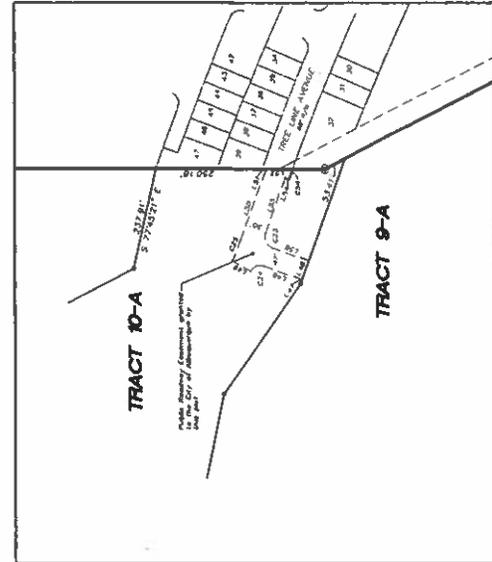
THE TOWN OF ALAMEDA GRANT

IN

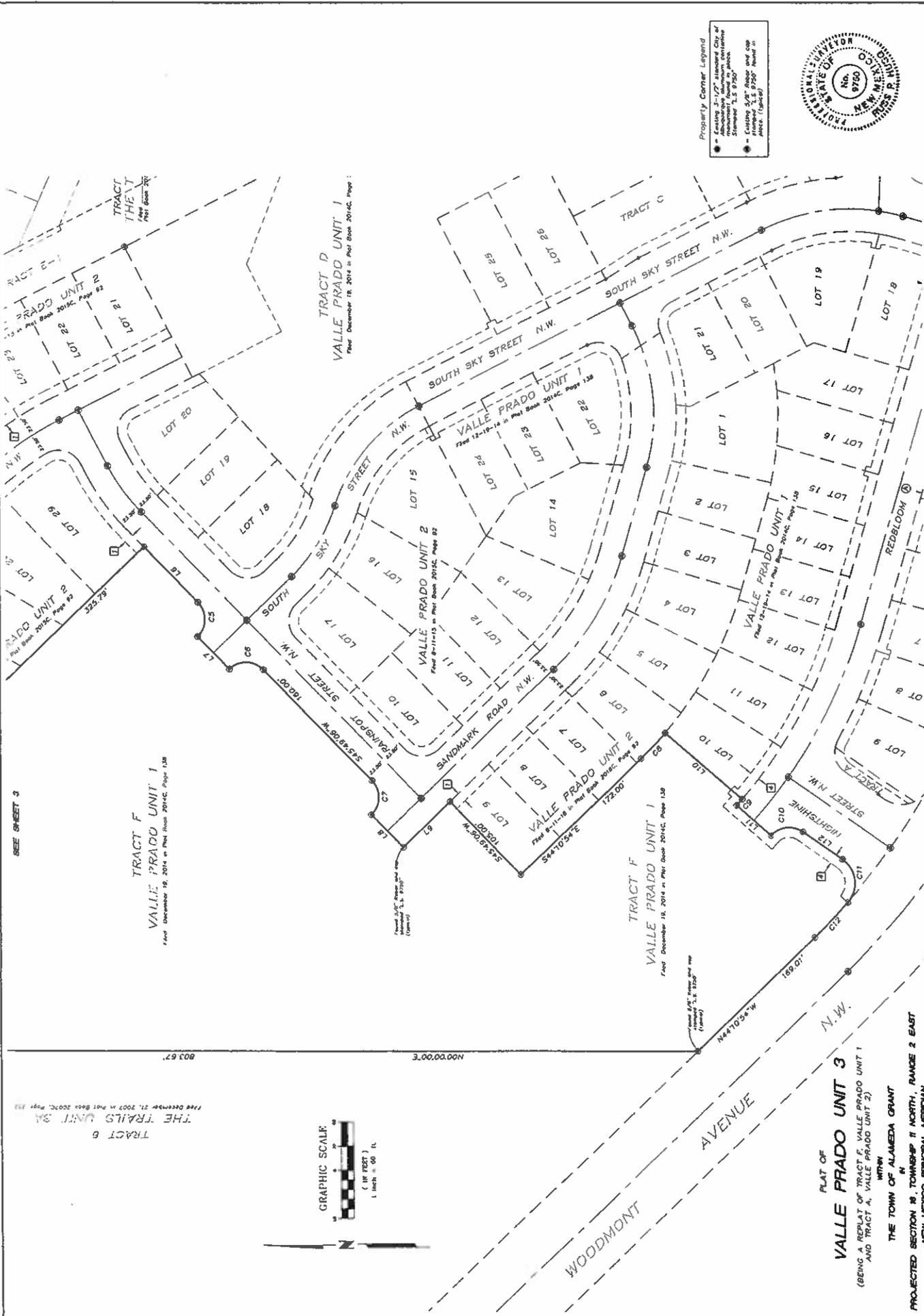
PROJECTED SECTIONS 16 AND 17, TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
OCTOBER 2007

LINE	LINE LENGTH	BEARING
L1	184.00	S02°13'22"W
L2	170.00	S72°16'34"E
L3	184.00	N02°13'28"E
L4	180.00	S72°16'34"E
L5	180.00	S72°16'34"E
L6	124.02	S02°18'43"W
L7	244.17	S74°04'03"E
L8	278.42	N74°04'03"W
L9	207.93	S49°19'12"E
L10	109.11	S69°13'10"E
L11	237.43	N37°12'01"E
L12	177.86	N42°26'33"E
L13	177.86	N42°26'33"E
L14	215.87	N74°04'03"W
L15	30.38	N91°14'35"E
L16	33.00	N64°57'37"E
L17	250.80	N03°01'42"E
L18	74.90	S71°03'49"W
L19	74.90	S71°03'49"W
L20	122.48	S10°36'24"W
L21	211.17	N07°50'45"E
L22	92.07	N42°26'33"E
L23	79.17	N91°14'35"E
L24	118.15	N03°01'42"E
L25	118.15	N03°01'42"E
L26	70.80	S15°26'41"W
L27	55.00	N74°03'19"W
L28	77.52	N17°42'46"E
L29	163.50	N12°11'40"E
L30	69.89	N15°26'41"E
L31	122.04	S44°10'24"E
L32	200.93	N03°01'42"E
L33	168.98	S89°48'48"E
L34	168.98	S89°48'48"E
L35	70.00	N45°49'06"E
L36	55.00	S44°10'24"E
L37	70.00	S45°49'06"W
L38	70.00	N03°01'42"E
L39	55.00	S60°12'12"W
L40	70.00	S60°12'12"W
L41	70.00	S60°12'12"W
L42	70.00	S60°12'12"W
L43	70.21	S60°24'54"W
L44	55.00	N75°15'00"W
L45	70.17	N60°24'54"E
L46	47.00	N70°03'17"W
L47	70.86	N70°03'17"W
L48	70.86	N70°03'17"W
L49	70.86	N70°03'17"W
L50	121.64	S70°03'17"E
L51	9.00	N19°26'43"E
L52	22.85	S00°05'46"W
L53	7.00	N19°26'43"E
L54	133.86	N70°03'17"W
L55	133.86	N70°03'17"W
L56	82.43	S12°38'43"W

CURVE	LENGTH	RADIUS	CURVE TABLE			CHORD BEARING	DELTA
			TANGENT	CHORD	ARC		
C1	519.79	4528.00	260.17	519.81	N86°56'02"E	61.90°	
C2	502.08	4422.00	251.31	501.81	N86°56'02"E	61.90°	
C3	481.28	4222.00	241.47	471.05	S85°24'55"E	41.92°	
C4	365.13	200.00	186.92	361.00	S89°07'40"E	29°53'10"	
C5	339.57	651.00	173.74	335.73	S89°07'40"E	29°53'10"	
C6	310.00	2000.00	153.84	308.25	S77°44'26"E	37°57'37"	
C7	310.00	2000.00	153.84	308.25	S77°44'26"E	37°57'37"	
C8	457.10	100.00	100.00	141.44	N44°48'25"E	90°00'43"	
C9	649.97	1049.00	335.77	639.57	S17°33'01"E	35°29'53"	
C10	317.65	2049.00	159.15	317.34	S49°44'26"E	61°52'12"	
C11	256.74	351.33	135.41	251.07	S41°04'27"W	41°52'12"	
C12	37.61	25.00	23.39	34.16	N01°00'11"W	85°11'28"	
C13	33.01	991.00	27.51	33.00	S78°39'31"E	31°18'31"	
C14	33.01	991.00	27.51	33.00	S78°39'31"E	31°18'31"	
C15	58.01	1049.00	27.51	55.00	S78°39'31"E	31°18'31"	
C16	58.01	1049.00	27.51	55.00	S78°39'31"E	31°18'31"	
C17	76.40	1049.00	38.21	76.38	S43°12'47"E	47°10'22"	
C18	213.08	301.33	111.21	208.67	S40°22'10"W	40°30'48"	
C19	41.83	25.00	22.37	35.92	S68°13'22"W	95°11'27"	
C20	39.27	25.00	25.00	35.36	S64°56'43"W	90°00'00"	
C21	39.27	25.00	25.00	35.36	S64°56'43"W	90°00'00"	
C22	39.27	25.00	25.00	35.36	S64°56'43"W	90°00'00"	
C23	39.27	25.00	25.00	35.36	S64°56'43"W	90°00'00"	
C24	39.27	25.00	25.00	35.36	S64°56'43"W	90°00'00"	
C25	39.27	25.00	25.00	35.36	S64°56'43"W	90°00'00"	
C26	424.24	951.00	215.71	420.23	S22°31'10"E	23°53'34"	
C27	76.85	200.00	38.25	76.09	S01°13'33"W	21°55'32"	
C28	41.85	200.00	21.07	41.79	N06°11'42"E	11°59'33"	
C29	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C30	584.44	1000.00	300.26	576.62	S15°05'50"W	37°32'35"	
C31	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C32	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C33	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C34	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C35	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C36	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C37	192.06	100.00	99.99	141.41	S45°17'38"W	89°59'17"	
C38	2.20	4528.00	1.10	2.20	S89°49'49"E	01°01'39"	
C39	2.20	4528.00	1.10	2.20	S89°49'49"E	01°01'39"	
C40	517.59	4528.00	259.07	517.32	N86°55'12"E	6°28'40"	
C41	181.99	4422.00	91.01	181.98	S84°21'37"W	2°21'29"	
C42	320.09	4422.00	160.11	320.02	S89°06'47"W	4°09'51"	
C43	468.76	672.00	233.84	457.43	S74°47'49"E	39°27'47"	
C44	390.69	749.00	189.90	388.27	S69°07'30"E	28°53'10"	
C45	169.28	749.00	85.00	168.92	S40°19'23"E	12°36'58"	
C46	221.41	249.00	111.52	220.60	S85°35'48"E	16°56'13"	
C47	24.37	4956.00	12.28	24.37	N89°34'43"W	01°17'00"	



SURV-TEK, INC.
Consulting Surveyors
204 Wilby New Drive N.E. Albuquerque, New Mexico 87114 Fax: 505-887-0877



Property Corner Legend

- Existing 3/4" Standard City of Albuquerque monument found in place
- Existing 3/4" Stake and cap
- Existing 1/2" Stake and cap
- Existing 1/4" Stake and cap
- Existing 1/8" Stake and cap
- Existing 1/16" Stake and cap
- Existing 1/32" Stake and cap
- Existing 1/64" Stake and cap
- Existing 1/128" Stake and cap
- Existing 1/256" Stake and cap
- Existing 1/512" Stake and cap
- Existing 1/1024" Stake and cap
- Existing 1/2048" Stake and cap
- Existing 1/4096" Stake and cap
- Existing 1/8192" Stake and cap
- Existing 1/16384" Stake and cap
- Existing 1/32768" Stake and cap
- Existing 1/65536" Stake and cap
- Existing 1/131072" Stake and cap
- Existing 1/262144" Stake and cap
- Existing 1/524288" Stake and cap
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**FLAT OF
VALLE PRADO UNIT 3**

(BEING A REPLAT OF TRACT F, VALLE PRADO UNIT 1
AND TRACT A, VALLE PRADO UNIT 2)

WITHIN
THE TOWN OF ALAMEDA GRANT

IN
PROJECTED SECTION 16, TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
NOVEMBER, 2015

TRACT D
VALLE PRADO UNIT 1
Filed December 18, 2014 in Plat Book 2014C, Page 130

TRACT A
VALLE PRADO UNIT 1
Filed 12-18-14 in Plat Book 2014C, Page 130

TRACT B
VALLE PRADO UNIT 2
Filed 8-11-15 in Plat Book 2015C, Page 82

TRACT C
VALLE PRADO UNIT 2
Filed 8-11-15 in Plat Book 2015C, Page 82

TRACT 7
THE TRAILS UNIT 3A
Filed December 21, 2007 in Plat Book 2007C, Page 152

TRACT C
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TRACT C
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TRACT 2
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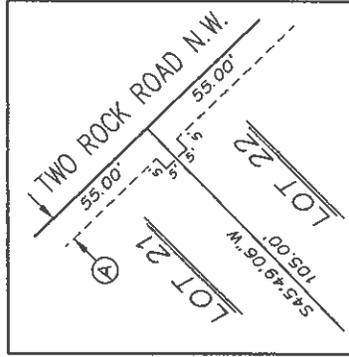
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FLAT OF
VALLE PRADO UNIT 3
 (BEING A REPLAT OF TRACT F, VALLE PRADO UNIT 1
 AND TRACT A, VALLE PRADO UNIT 2)

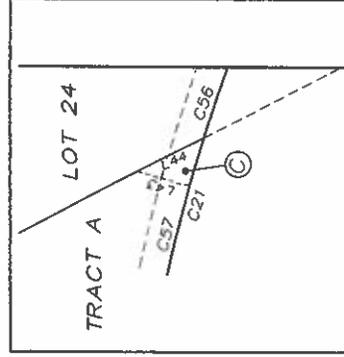
WITHIN
 THE TOWN OF ALAMEDA GRANT
 IN
 PROJECTED SECTION 18, TOWNSHIP 11 NORTH, RANGE 2 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 NOVEMBER, 2015

DETAIL A



TYPICAL EASEMENT DETAIL AT LOT LINES

DETAIL C



PRIVATE ACCESS EASEMENT

CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	58.55	323.50	49.85	98.27	N48°11'07"E	1507.05"
C2	33.46	19.78	19.78	31.02	N18°21'58"W	76.4129"
C3	45.61	25.00	32.31	39.54	S72°12'39"W	104.3152"
C4	65.63	326.50	32.42	64.53	N49°51'10"W	1120.31"
C5	39.27	25.00	25.00	35.38	N68°10'54"W	8030.00"
C6	38.27	25.00	25.00	35.38	N68°10'54"W	8030.00"
C7	47.00	545.9305"W	4.89	6.58	N48°48'18"W	0.39208"
C8	6.89	25.00	22.15	33.15	S65°33'56"E	63.10238"
C9	35.28	30.00	33.26	44.85	S61°03'24"W	88.54503"
C10	50.65	30.00	33.26	44.85	S61°03'24"W	88.54503"
C11	50.65	30.00	33.26	44.85	S61°03'24"W	88.54503"
C12	49.83	851.00	24.83	49.82	N48°22'24"W	423.10"
C13	131.42	180.00	60.84	128.27	S48°08'54"E	414.53"
C14	131.42	180.00	60.84	128.27	S48°08'54"E	414.53"
C15	3.74	180.00	1.62	3.24	S89°32'20"E	1.0143"
C16	83.39	75.00	46.92	79.15	S89°07'21"W	6.34154"
C17	100.58	75.00	59.48	93.21	S50°36'47"W	76.35021"
C18	215.63	120.00	150.75	187.77	S84°20'22"W	192.3727"
C19	148.89	120.00	85.74	139.82	S68°24'22"W	7103.27"
C20	58.37	609.50	38.24	76.82	N74°07'14"W	7107.45"
C21	75.49	590.50	37.80	73.44	S73°43'01"E	719.30"
C22	116.65	156.50	61.30	114.16	S46°39'53"E	4246.47"
C23	169.50	98.50	61.18	163.85	N89°07'21"W	6334.43"
C24	132.09	98.50	78.12	122.41	S50°36'47"W	76.35021"
C25	32.84	25.00	18.04	30.89	S88°28'56"E	7434.71"
C26	135.01	180.00	72.51	130.89	S48°20'22"W	10233.27"
C27	135.01	180.00	72.51	130.89	S48°20'22"W	10233.27"
C28	39.03	133.50	19.44	38.91	N61°58'26"W	15335.03"
C29	31.40	25.00	18.15	28.38	S23°47'06"E	7137.43"
C30	62.00	51.50	40.84	64.00	S50°36'47"W	76.35021"
C31	57.25	51.50	31.89	54.35	N89°07'21"W	6334.43"
C32	105.45	203.50	53.84	104.88	S29°07'16"E	2941.39"
C33	33.85	25.00	24.34	31.10	N65°21'33"W	9049.01"
C34	33.85	25.00	24.34	31.10	N65°21'33"W	9049.01"
C35	69.48	590.50	34.28	69.44	S65°43'01"W	8443.31"
C36	92.72	635.00	46.40	94.67	N65°41'45"E	8324.46"
C37	38.99	635.00	16.50	38.89	S85°04'58"E	212.39"
C38	57.74	373.50	28.83	57.68	N45°03'18"W	831.97"
C39	60.81	373.50	30.76	60.76	S45°03'18"W	831.97"
C40	35.50	203.50	17.28	33.45	S31°48'11"E	9389.41"
C41	35.50	203.50	17.28	33.45	S31°48'11"E	9389.41"
C42	1.47	328.50	25.92	51.42	S38°44'32"E	1422.38"
C43	1.47	328.50	25.92	51.42	S38°44'32"E	1422.38"
C44	18.60	203.50	9.31	18.59	S29°07'16"E	5747.3"
C45	18.60	203.50	9.31	18.59	S29°07'16"E	5747.3"
C46	30.12	143.50	15.11	30.08	N50°11'39"W	1201.29"
C47	30.12	143.50	15.11	30.08	N50°11'39"W	1201.29"
C48	6.71	143.50	2.89	6.70	S35°33'34"E	1434.00"
C49	6.71	143.50	2.89	6.70	S35°33'34"E	1434.00"
C50	52.70	98.50	13.19	26.16	N44°54'16"W	151533"
C51	38.48	98.50	19.84	38.14	S77°48'32"W	30238.10"
C52	52.08	98.50	26.65	51.44	S51°27'00"W	3016.38"
C53	41.46	98.50	21.64	41.15	S24°15'15"W	24306.58"
C54	18.31	98.50	8.81	18.26	S88°17'24"W	5531.17"
C55	18.31	98.50	8.81	18.26	S88°17'24"W	5531.17"
C56	58.41	609.50	13.21	26.40	N71°46'20"W	228.58"
C57	49.98	609.50	25.00	49.85	N75°21'43"W	441.49"
C58	68.13	156.50	33.57	63.64	S67°56'58"E	2412.39"
C59	54.02	655.00	27.02	54.01	S67°59'33"E	3371.11"
C60	30.87	98.50	15.41	30.45	N62°04'53"W	1732.06"
C61	3.70	655.00	1.85	3.70	S63°56'50"E	0.2258"

LINE	LENGTH	BEARING
L1	60.95	N77°16'00"W
L2	120.45	S48°22'25"W
L3	50.60	N45°19'15"W
L4	152.00	S45°19'05"W
L5	152.00	S45°19'05"W
L6	80.00	S45°19'05"W
L7	47.00	S45°19'05"W
L8	67.71	S45°19'05"W
L9	67.71	S45°19'05"W
L10	108.00	S03°32'09"W
L11	46.26	S14°40'53"W
L12	46.26	S14°40'53"W
L13	27.45	N17°24'46"E
L14	57.66	N42°26'33"E
L15	50.59	N17°45'55"E
L16	33.00	N85°37'37"E
L17	41.25	N69°01'47"E
L18	29.42	S70°03'17"E
L19	29.42	S70°03'17"E
L20	41.25	N69°01'47"E
L21	53.11	N12°11'46"E
L22	47.00	S27°08'22"E
L23	53.50	N45°39'08"E
L24	63.50	N45°39'08"E
L25	31.25	N12°26'45"W
L26	31.25	N12°26'45"W
L27	49.99	S48°19'15"E
L28	25.30	S48°19'15"E
L29	62.73	N18°35'43"E
L30	36.21	N03°03'47"E
L31	36.16	S77°16'15"E
L32	25.09	S89°01'47"W
L33	16.16	N42°26'33"E
L34	32.22	S89°01'47"W
L35	25.44	S42°26'33"E
L36	25.44	S42°26'33"E
L37	41.25	S17°14'48"W
L38	41.25	S17°14'48"W
L39	23.80	S27°08'22"E
L40	18.61	N15°58'30"E
L41	23.80	S27°08'22"E
L42	18.61	N15°58'30"E
L43	23.80	S27°08'22"E
L44	23.80	S27°08'22"E



0025 2815346072
 I hereby certify that the above is a true and correct copy of the original as shown to me by the engineer.

SURVOTEK, INC.
 CONSULTING SURVEYORS
 6004 N.W. 14th Dr., Suite 100, Albuquerque, New Mexico 87114

PLAT OF
DURANGO UNIT 1

(BEING A REPLAT OF TRACTS 7 AND 8, THE TRAILS UNIT 3A)
WITHIN

THE TOWN OF ALAMEDA GRANT
IN

PROJECTED SECTION 16, TOWNSHIP 11 NORTH, RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO
JANUARY, 2016

LEGAL DESCRIPTION

Tracts Seven (7) and Eight (8) of the TRAILS UNIT 3A, as the same are shown and designated on the Plat entitled "BULK LAND PLAT OF THE TRAILS UNIT 3A (BEING A REPLAT OF TRACTS 1, THRU 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 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The Trails Unit 3A Proposed

ABCWUA Corrales Trunk Zone 5W
Master Plan Infrastructure
Exhibit B

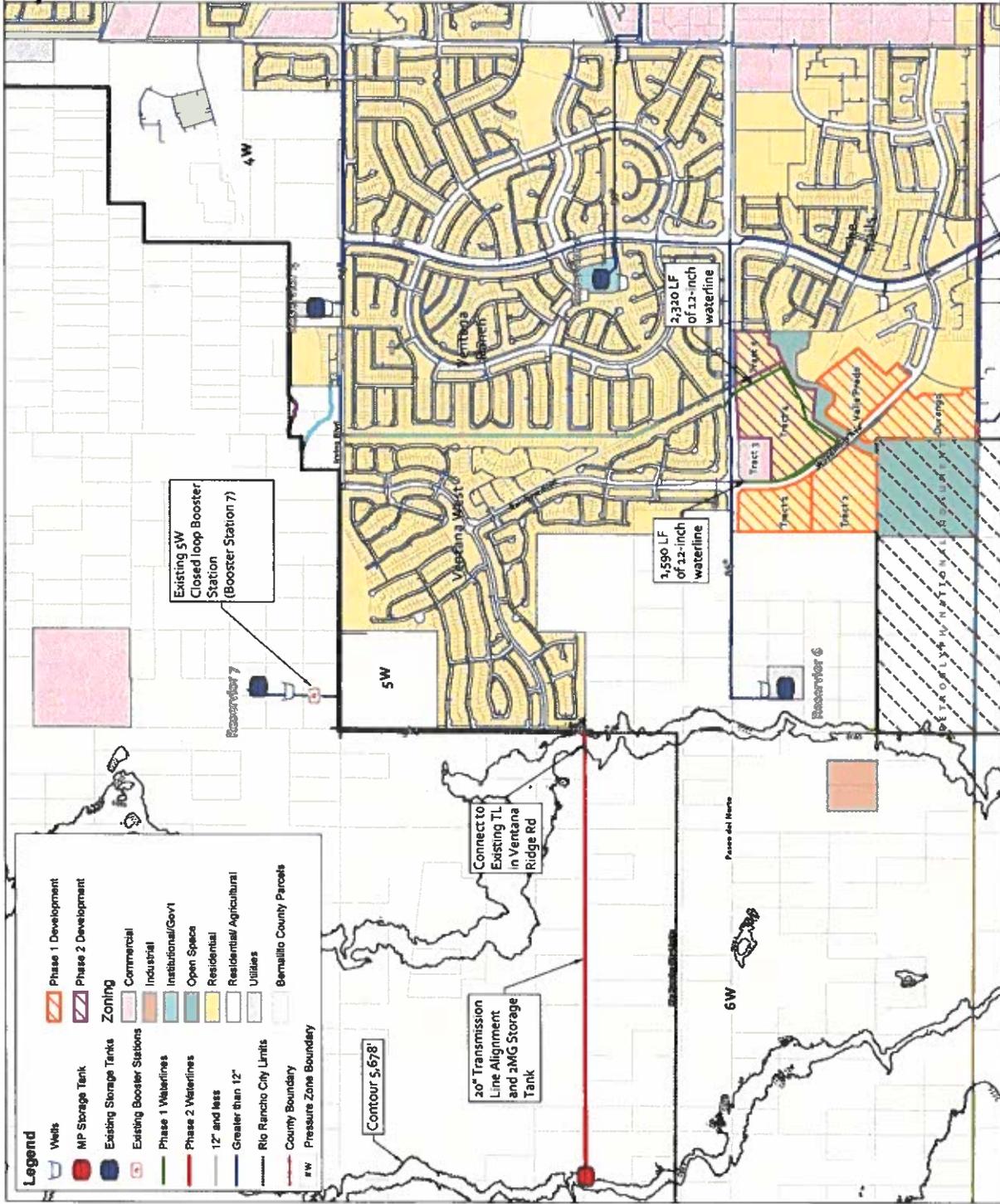


Exhibit C

Facility Fee Calculation

Development: Trails 5W

Trunk: Corrales

Proposed Project to be Funded:

Proposed Projects to be Funded:

1. Arsenic Removal Treatment of CRL Well 5 Water at CRL Res 1 Site

Estimated Construction Cost (\$) = 1,673,400

Estimated Engineering, Contingency, & Indirect Costs @ 30% = 502,020

Estimated Total Project Cost = \$ 2,175,420

Estimated Share of Projects to Serve Trails 5W:

Estimated "Maximum Day" Water Use (gal) = 252,000 175 gpm per Master Plan

Project 1: Arsenic Treatment at Corrales Reservoir 1 Site

Calculated Peak Day Water Production from As WTP (gal) = 3,168,000 2,200 gpm for CRL Well 5

Trails 5W Development Proportion of Production Capacity = 0.0795 Based on "Maximum Day" demand

Trails 5W Share of Project Cost = \$173,045

Notes:

1. Capital cost estimate from Table 5 of Technical Memorandum No. 1 of the Arsenic Treatment Relocation from MDC and SWRP Project prepared by CDM Smith dated January 30, 2015)

UNIVERSE BOULEVARD N.W.



VOLCANO VISTA HIGH SCHOOL

TONY HILLERMAN MIDDLE SCHOOL

TIERRA ANTIGUA ELEMENTARY SCHOOL

ABCWUA DEVELOPMENT AGREEMENT
 THE TRAILS UNIT 3A
 EXHIBIT D

EXHIBIT E
ASSIGNMENT AND RELEASE
by and between
PV Trails Albuquerque, LLC and
Woodmont Paseo, LLC

ASSIGNMENT AND RELEASE

THIS ASSIGNMENT AND RELEASE ("Assignment") is made effective as of ____ (the "Assignment Effective Date"), by Woodmont Paseo, LLC a Nevada limited liability company ("Assignor") in favor of PV Trails Albuquerque, LLC a Nevada limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Albuquerque Bernalillo County Water Utility Authority ("Water Authority") are parties to that certain Settlement Agreement and Release in Full dated February 8, 2017 a copy of which is attached hereto as Exhibit "A" (the "Settlement Agreement") and Development Agreement Durango Units 4 and 5 Subdivision (the "Development Agreement"), which, among other things, establishes certain rights, responsibilities and conditions pursuant to which water and sanitary service may be provided for the benefit of certain real property (the "Property") described in the Settlement Agreement and Development Agreement. The Settlement Agreement and Development Agreement are hereinafter referred to collectively as the "Water Development Agreements."

WHEREAS, Assignee has acquired all of the Property via a Trustee's sale, and wishes to develop the Property. Assignor desires to assign its rights, duties and obligations under the Water Development Agreements to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's rights, title, interest, benefits, duties and obligations in and to and under the Water Development Agreements.

1. Assignor shall not be responsible for any obligations arising under the Water Development Agreements after the Assignment Effective Date. Assignee shall have all rights, title, interest, benefits, duties and obligations to the Water Development Agreements and be responsible for any obligations and covenants therein after the Assignment Effective Date. Assignor disclaims any interest in the Water Development Agreements and the Water Authority and Assignor, as a condition of and as consideration for their signature approval of this Assignment, mutually release each other from any and all claims, known or unknown, under, or for breaches of, the Water Development Agreements up to and including the date of this Assignment and Release, and thereafter shall have no further liability or responsibility to each other pursuant to or under the Water Development Agreements.

2. In the event Assignor or Assignee hereto institutes any action or proceeding against the other party or the Water Authority with regard to this Assignment, the prevailing party(s) in such action shall be entitled to recover, in addition to the cost of the suit, its actual attorneys' fees and costs.

3. This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties thereto.

4. This Assignment may be executed in counterparts, each of which shall be an original, and all of which counterparts, taken together, shall constitute one and the same agreement.

5. This Assignment is subject to the approval of the Authority. Assignee agrees to reasonably cooperate in obtaining such approval, at no cost to Assignee.

IN WITNESS WHEREOF, Assignor does hereby execute this Assignment and Release as of the date first written above.

ASSIGNOR: Woodmont Paseo, L.L.C.,
a Nevada limited liability company

By: _____
John Murtagh, Manager

Water Authority's Consent to and Acceptance of Assignment and Release

Albuquerque Bernalillo County Water Utility Authority hereby consents to the assignment by Assignor of the Settlement Agreement to Assignee, as set forth in the foregoing Assignment and Release.

WATER AUTHORITY: Albuquerque Bernalillo County Water Utility Authority

By: _____
Mark S. Sanchez,
Executive Director

Date: _____

Assignee's Acceptance of Assignment and Release

ASSIGNEE: PV Albuquerque Trails, LLC,
a Nevada limited liability company

By: PV General Partner, LLC,
a Delaware limited liability company
(Manager)

By: _____
Andrew M. Kaplan, Manager

Exhibit "A"
Settlement Agreement and Release in Full
(attached)

SETTLEMENT AGREEMENT AND RELEASE IN FULL

This Settlement Agreement and Release in Full, hereinafter "Agreement", is entered on the date of last signature hereto between the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision, ("Water Authority") and Woodmont Paseo, LLC, a Nevada limited liability corporation, ("Developer") (together, "Parties"). This Agreement is entered freely and voluntarily, and constitutes a full and final settlement of any and all claims, disputes, grievances, and lawsuits, whether known or unknown, that the Parties have or may have against each other including any claims that Developer has asserted or could have asserted against the Water Authority concerning, arising out of, or relating to, Developer's request for utility services, and Developer's contracts or relationship with New Mexico Utilities Inc., including any claims asserted or that could have been asserted in Cause No. D-202-CV-2015-03863. Nothing contained herein is intended to, and does not, release any claim Developer may have against New Mexico Utilities, Inc.

WHEREFORE, in satisfaction of any and all claims and in full release thereof the Parties, agree as follows:

1. Recitals

- A. Developer is the owner of certain real property located in The Trails Unit 3A (collectively, the "Property"). The Property is more particularly described and shown on **Exhibit A** (Tract 1, Tract 2, Tract 3, Tract 4 and Tract 5), which is City of Albuquerque Zone Atlas Pages C08Z and C09Z, attached hereto and incorporated herein by reference. The Property is located in the Corrales Trunk outside the Water Authority's currently adopted Water Service Area. The Property consists of a total of 77 acres of developable land zoned primarily for residential with approximately 6 acres of the property zoned commercial.
- B. The Property is more fully described as Tracts 1, 2, 3, 4 & portions of Tract 5 of the Trails Unit 3A, from the Plat recorded in the in the Office of the Clerk of Bernalillo County, New Mexico in Plat Book 2007C, at page 352, on December 21, 2007, as Document No. 2007171107, pages 1 through 6. attached as **Exhibit B**
- C. The Property is located in Pressure Zone 5W of the Corrales Trunk.
- D. The Parties desire to end the litigation in Cause No. D-202-CV-2015-03863 and agree upon terms and conditions pursuant to which the Water Authority may or might provide water and sanitary sewer service to the Property.
- E. In order to provide water and sanitary sewer service to the Property, certain water and sanitary sewer improvements will be required (hereinafter referred to as the Master Plan Infrastructure) as identified in the Draft Master Plan Study dated 1/12/16 and any subsequent related technical memoranda. The Master Plan Infrastructure generally consists of modifications to the existing

5W closed loop pump station for ultimate buildout, extension of a 20" transmission line to convey water from the modified 5W pump station to the new reservoir, and one (1) 2.0 million gallon storage reservoir to serve the 5W Pressure Zone. The Master Plan Infrastructure is shown on **Exhibit C**, attached and incorporated herein. The Developer desires to construct, or cause to be constructed, extensions of public water distribution mains and sanitary sewer collector lines and appurtenant infrastructure to serve future developments within the Property. This infrastructure, as well as other requirements, will be further described in subsequent development agreements for each development within the Property.

2. Design and Construction of the Master Plan Infrastructure

- A. The Developer will cause definitive designs and plans of the Master Plan Infrastructure to be produced which will include estimates of all costs and expenses. The Developer will not connect to the Master Plan Infrastructure until the Water Authority has approved the plans for the Master Plan Infrastructure and performed to the Water Authority's satisfaction the construction conditions stated in paragraph 3(D) herein. The Developer will convey to the Water Authority all Master Plan Infrastructure that have been approved and accepted by the Water Authority as well as all real property and necessary easements, for the Master Plan Infrastructure at locations acceptable to the Water Authority, free and clear of all liens, claims, and encumbrances for the construction, operation, and maintenance of the Master Plan Infrastructure. The property acquired for locating the required one (1) 2.0 million gallon reservoir shall be of sufficient size and proper elevation as approved by the Water Authority, to allow for the construction of a future second 2.0 million gallon reservoir. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority, City of Albuquerque and City of Rio Rancho, 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 City and Water Authority work order processes.
- B. The Developer will complete, or cause to be completed, construction of the Master Plan Infrastructure as approved by the City of Albuquerque Design Review Committee, City of Rio Rancho and the Water Authority, and in conformance with all applicable plans, specifications, requirements and standards of the City(s) and the Water Authority.
- C. 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.

- D. 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 Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Master Plan Infrastructure.

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 shall pay Utility Expansion Charges (UECs) and the Water Supply Charges (WSCs) 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. The Developer shall pay Facility Fees to the Water Authority for potable water capacity improvements. These fees shall reflect the proportional costs of: increasing arsenic removal water treatment capacity to provide potable water service to the developments within the Property; and, providing additional water service capacity by additional transmission line capacity from the adjacent Volcano Trunk in accordance with the approved Master Plan Infrastructure. These Facility Fees are needed within the Corrales Trunk to alleviate the Corrales Trunk shortfall and are in lieu of a developer requirement to build the entire treatment and capacity facilities. No utility services will be sold to any development within the Property until its respective Facility Fee is paid in whole. The Facility Fee amount for each development within the Property will be identified in its respective development agreement. Facility Fees are subject to reimbursement.
 - D. **Interim Connection** - The Developer desires to temporarily serve those specific portions of the Property delineated on Exhibit D via a connection from the existing Corrales 5W closed looped system in the Corrales Trunk. Connection to this closed looped system for a portion of the Property will be allowed once the construction of the transmission line associated with the Master Plan Infrastructure is complete and accepted and the construction of the reservoir and modifications to the pump station, also associated with the Master Plan Infrastructure, has commenced, acceptable to the Water Authority.
- 4. Financial Guaranty** - The Developer shall provide a financial guaranty in the form of a property lien that is acceptable to the Water Authority as assurance that the Master Plan Infrastructure will be completed and placed in service. The Developer can request partial releases for the lien as the Master Plan Infrastructure progresses and is accepted and approved by the Water Authority.

5. Reimbursement

- A.** The Water Authority will reimburse the Developer for all reasonable, preapproved direct costs associated with the completed Master Plan Infrastructure. The amount of the reimbursement payment will not include any interest. Costs that are reimbursable may include some or all of the fair market value of the land to be conveyed to the Water Authority, the master plan study, costs of design, construction (the aggregate amount of the construction contracts awarded), construction management, inspection, testing, staking, all associated Water Authority administrative fees and state and local gross receipts taxes incurred by the Developer in the construction of the Master Plan Infrastructure. The engineering costs of the master plan, design, construction management, inspection, testing, staking and the geotechnical investigation that are included in the amounts subject to reimbursement will be limited to the extent that such costs would have been allowed if engineering services were contracted by the Water Authority, that is limited by the multiplier used in the Water Authority contracts and according to standard Water Authority design fees.
- B.** Reimbursement of the costs for the Master Plan Infrastructure to the developer is available from Water UECs collected as services are established for the properties either owned and/or purchased by the Developer that are within Pressure Zones 4W and 5W, as well as other properties within Pressure Zone 5W that the Water Authority determines substantially benefit from the Master Plan Infrastructure.
- C.** Previously approved development agreements for developments owned by the Developer within Pressure Zone 4W may already have obligated Water UECs for reimbursement to the developer. UECs will only be reimbursed once in connection with this or any other development agreement.
- D.** Reimbursement of UEC's would be made on a calendar year basis to the Developer for those improvements completed and approved by the Water Authority and shall be initiated by the Developer. Under no circumstances will any other funding sources of the Water Authority be used for such reimbursements and nothing in this Agreement will be construed to require the Water Authority to use any other funding sources, including, without limitation, facility fees, pro rata, charges for current water and sewer services, franchise fee charges, facility rehabilitation charge, sustainable water supply charges, water supply charges, income from miscellaneous services or property, or interest on finds or receivables.
- E.** The Developer will provide the Water Authority with calculations, itemized invoices, receipts and waivers of liens from subcontractors together with supporting documentation with the reimbursement request.
- F.** The Developer will be allowed to request UEC reimbursement following completion and Water Authority approval of project phases as follows:

- i. **Phase I - Water and Sanitary Sewer Master Plan** – provide a final draft that identifies the water, sanitary sewer and non-potable infrastructure necessary to provide service to Pressure Zone 5W of the Corrales Trunk. The master plan shall include the requirements necessary to provide service to both existing and future developments. The master plan shall be signed and stamped by a licensed, New Mexico registered, professional engineer. The master plan must be approved and accepted by the Water Authority before any reimbursement.
- ii. **Phase II - Final Design of Transmission Line** – provide definitive designs and plans of the transmission line, along with engineer’s final estimates of all costs and expenses. The plans shall be consistent with what was determined in the master plan. Both the plans and estimates shall be signed and stamped by a licensed, New Mexico registered, professional engineer. Plans must be approved and accepted by the Water Authority.
- iii. **Phase III - Final Design of Reservoir and pump station upgrades** - provide definitive designs and plans of the reservoir and pump station upgrades, along with engineer’s final estimates of all costs and expenses. The plans shall be consistent with what was determined in the master plan. Both the plans and estimates shall be signed and stamped by a licensed, New Mexico registered, professional engineer. Plans must be approved and accepted by the Water Authority.
- iv. **Phase IV - Property Acquisition** – provide all necessary easements, whether by paper easements or plats, and real property for all of the Master Plan Infrastructure identified in the development agreement. Further requirements are addressed in paragraph 2.A above.
- v. **Phase V - Construction of Transmission Line** - The developer will complete, or cause to be completed, construction of the transmission line as identified in the master plan, as approved by the City of Albuquerque Design Review Committee, City of Rio Rancho and the Water Authority, and in conformance with all applicable plans, specifications, requirements and standards of the City(s) and the Water Authority. The transmission line must be inspected, approved and accepted by the Water Authority. A closeout package (including as-built drawings) acceptable to the Water Authority must also be provided.
- vi. **Phase VI - Construction of Reservoir** - The developer will complete, or cause to be completed, construction of the reservoir as identified in the master plan, as approved by the City of Albuquerque Design Review Committee, City of Rio Rancho and the Water Authority, and in conformance with all applicable plans, specifications, requirements and standards of the City(s) and the Water Authority. The reservoir must be inspected, approved and accepted by the Water Authority. The reservoir shall be operational and connect to the transmission line (phase 5).A third party coating inspector shall be paid for by the developer. A closeout package (including as-built drawings) acceptable to the Water Authority must also be provided.
- vii. **Phase VII - Construction of modification to Pump Station** - The developer will complete, or cause to be completed, construction of the

upgraded pump station as identified in the master plan, as approved by the City of Albuquerque Design Review Committee, City of Rio Rancho and the Water Authority, and in conformance with all applicable plans, specifications, requirements and standards of the City(s) and the Water Authority. The pump station shall be operational and connect to the transmission line (phase 5) and reservoir (phase 6). The pump station must be inspected, approved and accepted by the Water Authority. A closeout package (including as-built drawings) acceptable to the Water Authority must also be provided.

- viii Nothing contained in this Agreement shall be construed as a promise or obligation by the Water Authority that there will be sufficient UECs from this or any other development to reimburse, in whole or in part, Developer's Master Plan Infrastructure costs.

G. Reimbursements under this Agreement are meant to reimburse, from public funds, Developer for the costs of the infrastructure design and implementation. Should Developer receive public funds, benefits or credits from any other source to pay, make up for, apply to, or offset such costs, such funds, benefits or credits will be credited to the reimbursements authorized by this Agreement.

- 6. Termination.** If construction of the Master Plan Infrastructure 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. Any such termination will not affect the validity of any Lien previously granted by Developer.
- 7. Water for Construction.** During the construction of the Master Plan Infrastructure, water for construction may be obtained from a hydrant designated by the Water Authority as set forth on Exhibit E attached hereto and incorporated herein by reference. If economically feasible, the Contractor is encouraged to utilize alternative methods for dust abatement and control including compost from the Water Authority.
- 8. Indemnification.** The Developer will defend, indemnify and hold harmless the Water Authority and its officials, agents, and employees on demand from any claims, actions, suits, or other proceedings arising from the acts or omissions of the Developer, its agents, representatives, contractors, or subcontractors, or arising from the failure of the Developer, its agents, representatives, contractors, or subcontractors to perform any act or duty required of the Developer in this Agreement. The indemnification by the developer will not extend to the negligent acts of the Water Authority.
- 9. 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 Nevada.
 - 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.
10. **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:

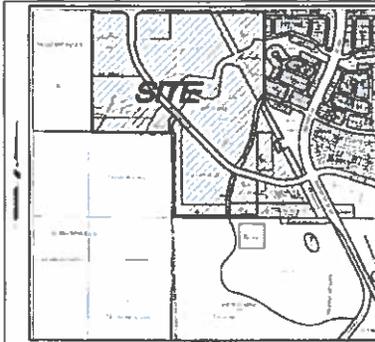
Woodmont Paseo, LLC, a Nevada limited liability corporation
 Attn: Kelly Calhoun, Manager
 3077 East Warm Springs Road, Suite 100
 Las Vegas, Nevada, 89120

11. **Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer.
12. **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.
13. **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.



Exhibit A
The Trails Unit 3A
Yellow - The Property

EXHIBIT B.1



MOBILITY MAP
10/17/10

GENERAL NOTES

1. See plan and section for all proposed items.
2. See plan and section for all proposed items.
3. See plan and section for all proposed items.
4. See plan and section for all proposed items.
5. See plan and section for all proposed items.
6. See plan and section for all proposed items.
7. See plan and section for all proposed items.
8. See plan and section for all proposed items.
9. See plan and section for all proposed items.

CONSTRUCTION DATA

1. See plan and section for all proposed items.
2. See plan and section for all proposed items.
3. See plan and section for all proposed items.
4. See plan and section for all proposed items.
5. See plan and section for all proposed items.
6. See plan and section for all proposed items.
7. See plan and section for all proposed items.
8. See plan and section for all proposed items.
9. See plan and section for all proposed items.

TREASURER CERTIFICATION

I, the undersigned, Treasurer of the City of Albuquerque, New Mexico, do hereby certify that the amount of \$100,000.00 is available in the City Treasury for the purpose of the proposed project.

[Signature]
Treasurer

PUBLIC UTILITY BARRENTS

1. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
2. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
3. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
4. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
5. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
6. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
7. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
8. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.
9. Public Utility Barrents shall be paid to the City of Albuquerque for the purpose of the proposed project.

The undersigned, Treasurer of the City of Albuquerque, New Mexico, do hereby certify that the amount of \$100,000.00 is available in the City Treasury for the purpose of the proposed project.

[Signature]
Treasurer

PURPOSE OF PLAT

1. The purpose of this plat is to show the location of the proposed project within the City of Albuquerque, New Mexico.
2. The purpose of this plat is to show the location of the proposed project within the City of Albuquerque, New Mexico.
3. The purpose of this plat is to show the location of the proposed project within the City of Albuquerque, New Mexico.
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8. The purpose of this plat is to show the location of the proposed project within the City of Albuquerque, New Mexico.
9. The purpose of this plat is to show the location of the proposed project within the City of Albuquerque, New Mexico.

SHEET INDEX

- | | |
|--------------|--|
| SHEET 1 OF 8 | Approval General Note |
| SHEET 2 OF 8 | Legal Description, Area, Easement and Accretions |
| SHEET 3 OF 8 | General and Particular Description of the Property |
| SHEET 4 OF 8 | Survey and the Plat |

BLANK LAND PLAT OF THE TRAILS UNIT 3A

(BEING A PART OF TRACTS 1 THRU 8 OF T. 41N. R. 2E. S. 2
THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2)
WITHIN
THE TOWN OF ALAMEDA GRANT

PROJECTED SECTIONS 15 AND 17, TOWNSHIP 3 NORTH RANGE 2 EAST
NEW MEXICO PRINCIPAL MERIDIAN
CITY OF ALBUQUERQUE
BERNALILLO COUNTY, NEW MEXICO

PROJECT NUMBER: 1004404
Application Number: 07088-72178

PLAT APPROVAL

- LEGAL APPROVAL
- | | |
|--------------------|----------|
| <i>[Signature]</i> | 10-04-07 |
| <i>[Signature]</i> | 10/04/07 |
| <i>[Signature]</i> | 10-3-07 |
| <i>[Signature]</i> | 10-3-07 |
- CITY APPROVAL
- | | |
|--------------------|---------|
| <i>[Signature]</i> | 10-3-07 |

SURVEYORS CERTIFICATION

I, the undersigned, Surveyor of Bernalillo County, New Mexico, do hereby certify that the plat of survey was prepared from field notes of the survey, and that the same are correct and true to the best of my knowledge and belief.

[Signature]
Surveyor

SHEET 1 OF 8

SURVOTEK INC.
Creating Surveys
1001 17th Street SW, Albuquerque, NM 87102-1701

EXHIBIT B.3

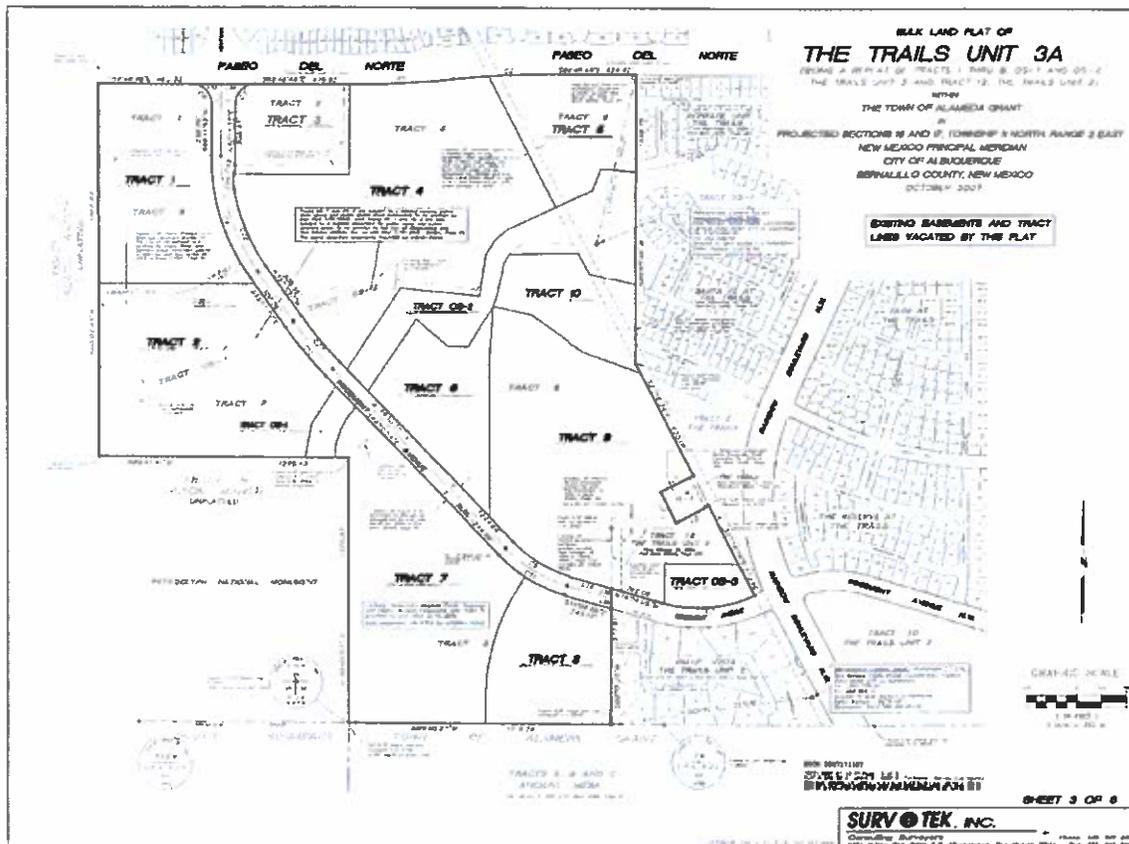


EXHIBIT B.5

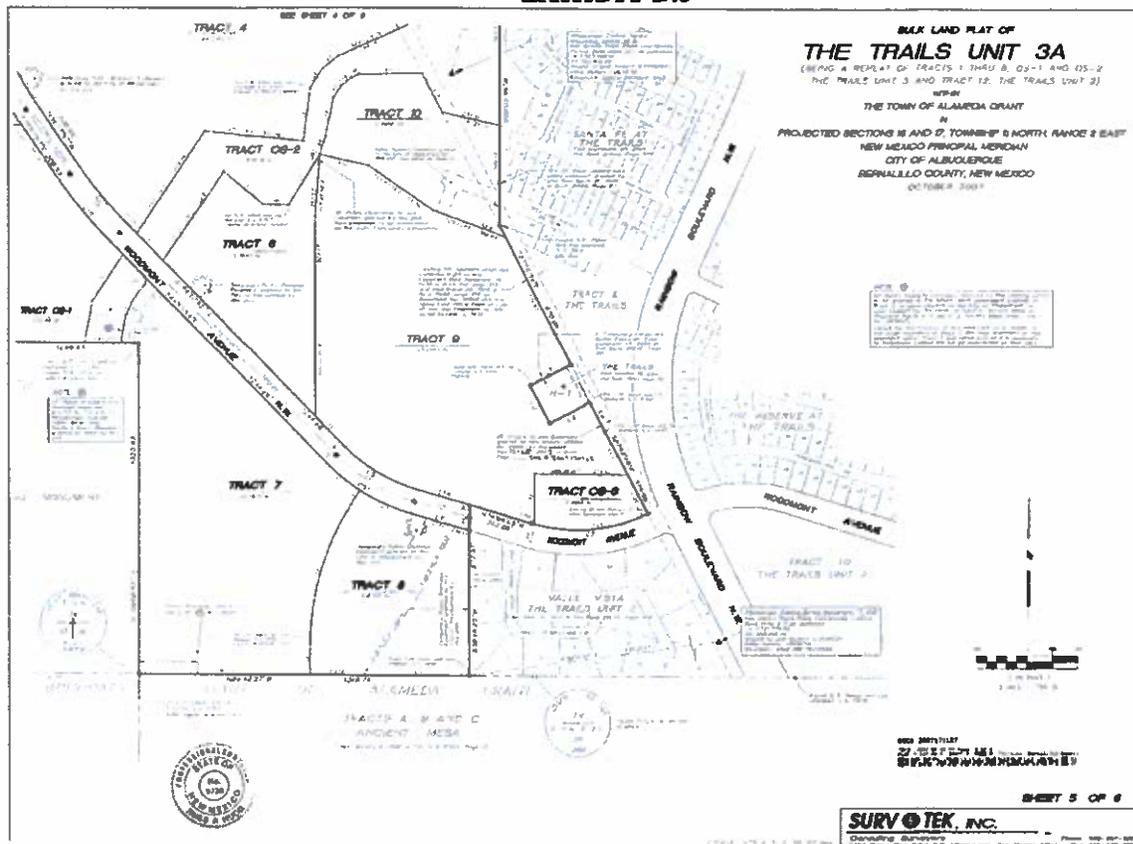
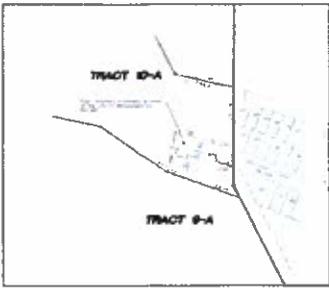


EXHIBIT B.6

BULK LAND PLAT OF
THE TRAILS UNIT 3A
 (BEING A REPLAT OF TRACTS 1 THRU 8, DS-1 AND DS-2,
 THE TRAILS UNIT 3 AND TRACT 12, THE TRAILS UNIT 2,
 WITHIN
 THE TOWN OF ALAMEDA GRANT
 IN
 PROJECTED SECTIONS 18 AND 17, TOWNSHIP 8 NORTH, RANGE 1 EAST
 NEW MEXICO PRINCIPAL MERIDIAN
 CITY OF ALBUQUERQUE
 BERNALILLO COUNTY, NEW MEXICO
 OCTOBER, 2001

LINE	LENGTH	BEARING
1	176.00	S 71° 00' 00" W
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DATE: 10/11/01
 DRAWN BY: [Name]
 CHECKED BY: [Name]



SHEET 6 OF 6
SURVYTEK INC.
 Consulting Surveyors
 1000 10th Street, Suite 100, Santa Fe, NM 87501
 Phone: 505.827.2000
 Fax: 505.827.2001

Exhibit C - Master Plan Infrastructure

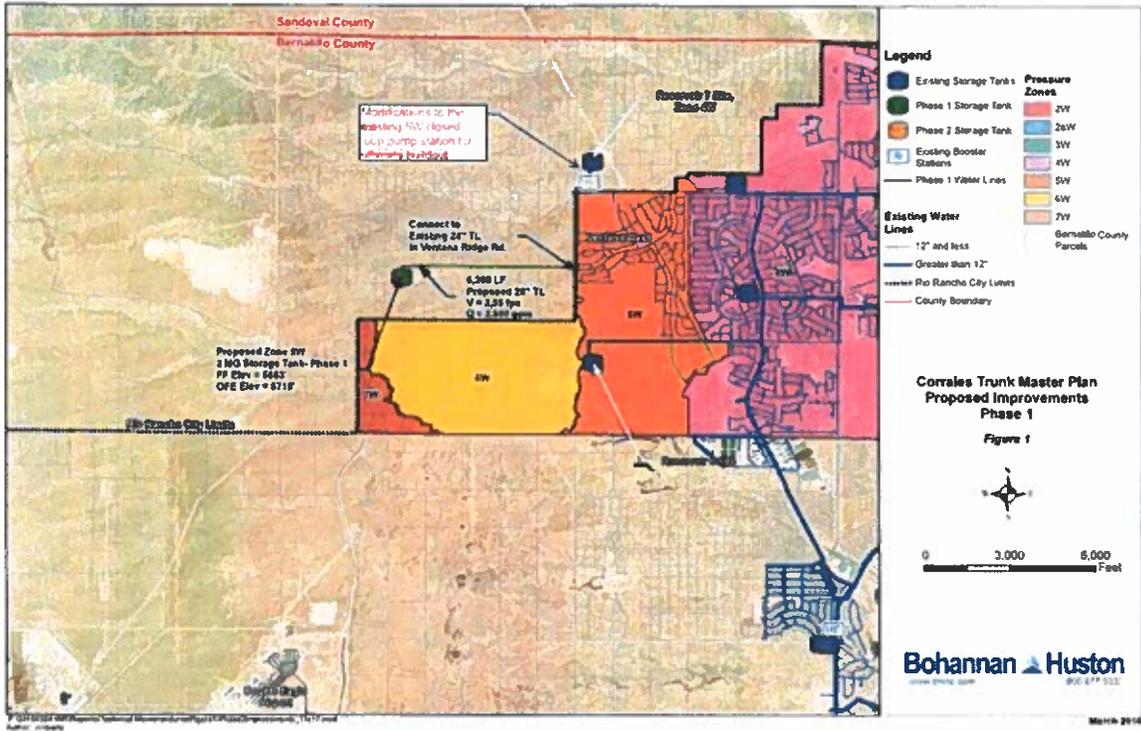


Exhibit D
The Trails Unit 3A
Yellow - The Property



Exhibit E - Fire Hydrants Available for Construction Water

