

INCORPORATED COUNTY OF LOS ALAMOS ORDINANCE NO. 688

**AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN
COUNTY-OWNED REAL PROPERTY OF TRACT RM
TO THIRTY301, LLC**

WHEREAS, the Incorporated County of Los Alamos, New Mexico (“County”) is the holder and owner of certain real properties (“Property”) within parcels generally known as Right of Way area running between Canyon and Trinity west of the Clendenin Building, 3250 Trinity Road, Los Alamos, New Mexico, and more particularly described in the attached Purchase and Sale Agreement; and

WHEREAS, the Property is intended to be utilized by County for economic development of the community and to enhance County’s self-sufficiency by reducing economic dependence on Los Alamos National Laboratory related revenues; and

WHEREAS, County finds that the sale of certain real property of Tract RM to Thirty301, LLC, shall be developed as a parking only, to serve the adjacent properties of the office building located at 3250 Trinity Drive and the apartment complex owned by Thirty301 located at 3301 Canyon Road, and the deed shall carry a restriction that limits the use of the Property to “parking only” in perpetuity; and

WHEREAS, the current appraised fair market value of the Property has been determined by a qualified appraiser to be FORTY THOUSAND DOLLARS (\$40,000.00); and

WHEREAS, County agrees to sell the Property to Thirty301, LLC, for FORTY THOUSAND DOLLARS (\$40,000.00) in cash at the closing which shall occur on or about January 1, 2019, in accordance with the terms and conditions contained in the Purchase and Sale Agreement; and

WHEREAS, under the conditions expressed herein, the Council of the Incorporated County of Los Alamos wishes to enter into a private sale of the land in accordance with NMSA 1978, Section 3-54-1B, and this Ordinance is subject to referendum as provided in such Section; and

WHEREAS, this Ordinance was published prior to its adoption pursuant to the provisions of Subsection J of Section 3-1-2, NMSA 1978 and Section 3-17-3, NMSA 1978.

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

Section 1. That the County Manager is authorized to negotiate and enter into a Purchase and Sale Agreement with Thirty301, LLC, whereby County shall receive a total of FORTY THOUSAND DOLLARS (\$40,000.00) for the Property, as outlined in the Purchase, Sale and Development Agreement, attached hereto as Attachment A.

Section 2. The County Manager is hereby authorized to finalize and execute the Purchase Agreement, Deed, and such other closing documents as may be reasonably necessary

to close the transaction authorized herein provided that the closing documents shall be substantially in a form acceptable to the County Attorney.

Section 3. The County Manager is directed to publish this Ordinance at least once within one (1) week after adoption of this Ordinance pursuant to Subsection J of Section 3-1-2, NMSA 1978, Subsection A of Section 3-17-3 NMSA 1978 and in accordance with NMSA 1978, Section 3-54-1D.

Section 4. This Ordinance shall be effective forty-five (45) days after publication of notice of its adoption.

Section 5. Severability. Should any section, paragraph, clause or provision of this ordinance, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Repealer. All ordinances or resolutions, or parts thereof, inconsistent herewith are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

ADOPTED this 13th day of November, 2018.

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

**David Izraelevitz,
Council Chair**

ATTEST:

**Naomi D. Maestas,
Los Alamos County Clerk**

**PURCHASE AND SALE AGREEMENT
FOR TRACT RM, LOS ALAMOS, NEW MEXICO 87544,
TO THIRTY301, LLC**

1. PARTIES/PURCHASE. This Purchase and Sale Agreement (“**Agreement**”), effective as of the last date a party hereto executes the Agreement (the “**Effective Date**”), is made by and between the Incorporated County of Los Alamos (“**Seller**”) who agrees to sell and convey to Thirty301, LLC, a New Mexico limited liability company (“**Buyer**”) who agrees to buy from Seller the Property described in Paragraph 2 below, on the terms and conditions contained herein. Buyer and Seller are sometimes collectively referred to herein as the “**Parties.**”

2. PROPERTY. Seller owns that certain real property in Los Alamos County, New Mexico, adjacent to the west of 3250 Trinity Drive, Los Alamos, New Mexico; due south of Thirty301 Canyon, and described as Tract RM Eastern Area No. 3 on that plat of survey recorded in Los Alamos County Clerk’s office. Tract RM, is a parcel that consists of approximately 12,341 sq. ft. (0.283 acres) as shown on the proposed plat as Exhibit 1 to this Agreement, along with all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Property and are owned by Seller, including, without limitation, all development and air rights, to the extent consistent with paragraph 3.C of this Agreement, but excluding any minerals, oil, gas and other hydrocarbon substances on and under the land. Seller at its sole cost and expense, shall cause the Property to be surveyed by a licensed surveyor in the state of New Mexico and certified to Buyer (“**Subdivision Survey**”) and subdivided (Buyer shall have the right to approve the form of subdivision plat and any conditions included on said plat), and, upon completion of such subdivision and surveying, the legal description of the Property herein shall be conformed to the Subdivision Survey. The Subdivision Survey shall conform to all standards as may be required for subdivision purposes and for the deletion of Standard Exception No. 3 to Schedule B of the Owner’s Policy of Title Insurance [NM Form 1 (eff. 3-1-16)/ATLA Owner’s Policy (6-17-06)].

3. CONDITIONS OF SALE.

A. Buyer shall develop the Property as parking only, to serve the adjacent properties of 3250 Trinity Drive and Thirty 301 Canyon Road.

B. Seller agrees to landscape the Right of Way for the Trinity Drive (NM 502) frontage, provided that such landscaping shall include a minimum of three (3) trees, and a minimum of four (4) shrubs, to be completed at the time of construction of the parking lot. Buyer hereby agrees to maintain and provide water for the irrigation system and to maintain the County installed landscaping.

C. Buyer agrees that the deed shall carry a restriction that limits the use of the Property to “parking only” in perpetuity.

4. PURCHASE PRICE AND EARNEST MONEY. The purchase price (“**Purchase Price**”) for the Property (subject to adjustment as described below) shall be calculated by multiplying the Net Square Footage (as defined below) by Three and 24/100 Dollars (\$3.24). “**Net Square Footage**” shall mean the total gross square footage of the land, less any (i) land dedicated or required to be dedicated for public streets, sidewalks or any other public improvements, and (ii) areas that are subject to easements or public street rights of way that prohibit the construction of any improvements (such as parking areas) other than landscaping. Notwithstanding anything

to the contrary in the preceding sentence, areas required to be landscaped pursuant to paragraph 3.B of this Agreement shall be included in the Net Square Footage regardless of topography or slope. The Net Square Footage shall be determined by the surveyor preparing the Survey. The Purchase Price shall be paid as follows:

- A. Purchase Price: \$ 40,000.00
- B. Earnest Money Deposit: \$ 4,000.00
- C. Balance of Purchase Price: \$ 36,000.00

The Earnest Money Deposit shall be paid to and deposited with Title Guaranty, LLC (the “**Title Company**”) within three (3) business days of the **Effective Date**. The Earnest Money Deposit shall be credited to the Purchase Price at Closing (as hereafter defined), unless otherwise applied in accordance with the terms of this Agreement. The balance of the Purchase Price shall be paid by wire transfer or other immediately available certified funds acceptable to the Title Company at Closing. The Parties acknowledge and agree that Seller has not conditioned this Agreement on the use of any particular title company. Instead, the Parties have mutually agreed to designate Title Guaranty, LLC as the “Title Company” for purposes of this Agreement.

5. PRE-CLOSING AND DUE DILIGENCE COSTS. Buyer shall bear the cost of any inspections, tests, appraisals, and other activities related to Buyer's due diligence or financing. Each party shall bear the cost of its own attorneys and consultants.

6. CLOSING DATE AND CLOSING COSTS. The closing of the purchase and sale transaction contemplated under this Agreement (“**Closing**”) shall take place in escrow at the offices of the Title Company within thirty (30) days of the satisfaction of all contingencies contained in this Agreement, or on such other date as the parties may mutually agree to in writing (the “**Closing Date**”). At Closing, the Parties shall deliver and execute the necessary documents to complete this transaction and submit the funds necessary to complete this transaction by wire transfer or other certified funds acceptable to the Title Company (and Seller agrees to deliver any reasonable and customary certificates and affidavits that may be required in the normal course by the Title Company, including, but not limited to affidavits stating that Seller has sole and exclusive possession of the Property, subject only to the Permitted Exceptions and stating that there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the twelve (12) months immediately preceding Closing). The Parties shall share equally in all costs of Closing, except as provided otherwise by this Agreement. Buyer shall pay all Closing costs which are incurred as a result of the recordation of the deed conveying the Property to Buyer, all costs of Buyer obtaining financing and all costs incurred as a result of requirement of Buyer's lender, including but not limited to, appraisals, credit reports, mortgage recording fees, mortgagee's title commitment and policy, and loan transfer fees. Property-specific fees, including real estate taxes and assessments, shall be prorated between the Parties as of the Closing Date.

7. POST CLOSING. Following the satisfaction or waiver of all Contingencies set forth in Paragraph 16 hereof, and the receipt of the Purchase Price and other items specified in Paragraph 6 hereof, the Title Company shall (i) file the Deed of record, (ii) deliver the Deed and title insurance policy to Buyer, (iii) deliver such other documents as applicable to the proper party and (iv) disburse the funds as shown on the closing settlement statements. If the Contingencies are not satisfied or waived and the transaction does not close, the Title Company shall hold the

unrecorded documents and funds thereafter as agent for the parties. The documents and funds shall be delivered as provided in Paragraph 16, below.

8. TITLE INSURANCE AND CONVEYANCE.

A. Buyer is responsible for all costs of title insurance, including the removal of any preprinted exclusions to the title insurance policy and the addition of any endorsements to such policy.

B. Seller shall convey the Property to Buyer by special warranty deed ("**Deed**") at Closing subject to the deed restrictions set forth in Paragraph 3, *ad valorem* real estate taxes for 2018 subsequent years and any restrictions, and Permitted Exceptions (as defined in Paragraph 16.A hereof).

C. Buyer shall receive title under the name set forth above and the address for property tax notices shall be Buyer's address set forth in Paragraph 13 below.

9. LEGAL DESCRIPTION. Seller shall provide an updated legal description of the Property at the time of Closing, consistent with the Subdivision Survey.

10. POSSESSION. Seller agrees that vacant and physical possession of the Property shall be delivered to Buyer at Closing. The Property shall be delivered in its present condition, unless otherwise required by this Agreement.

11. CASUALTY PROVISIONS. Prior to Closing, risk of loss or damage to the Property or any improvements located thereon, whether by fire, windstorm or other peril (including water damage) shall be the responsibility of Seller, and in the event of loss, Buyer shall have the option (to be exercised by written notice to Seller within five (5) days after receipt of notice of loss) of canceling this Agreement and receiving back the earnest money or closing with the Property "as is" and receiving assignment at closing of Seller's portion of the insurance proceeds, if any, necessary to restore the Property to its present condition. If Buyer fails to timely notify Seller of its election, Buyer shall be deemed to have elected to close.

12. DEFAULT. Time is of the essence. If any payment or any other condition hereof is not made, tendered or performed by either Seller or Buyer as herein provided, then this Agreement, at the option of the party who is not in default, may be terminated by such party. In the event of such default by Seller, then the Earnest Money Deposit shall be returned to Buyer and Buyer shall have no further rights under this Agreement, except for the right of specific performance. In the event of such default by Buyer, the Earnest Money Deposit shall be forfeited by Buyer as fixed and liquidated damages and immediately paid to Seller and Seller shall have no further rights under this Agreement.

13. NOTICE. Any notice, demand, request, approval, or other communication (a "**Notice**") which, under the terms of this Agreement or under any statute, must or may be given by the parties, must be in writing and shall either be hand-delivered, transmitted by facsimile, sent by overnight courier or delivery service, or sent by United States Mail, registered or certified, return receipt requested and postage prepaid, addressed to the respective parties at the following addresses:

To Seller: County of Los Alamos
c/o Harry Burgess, County Manager
1000 Central Avenue, Suite 350
Los Alamos, New Mexico 87544
Facsimile: 505-662-8079

To Buyer: Thirty301, LLC
c/o Marcus Hall
129 Monte Rey Drive
Los Alamos, New Mexico 87544
Tel: 505-412-3191
Email: mhall@newmexico.com

Title Company: Title Guaranty Company
1631 Central Avenue
Los Alamos, New Mexico 87544
Attention: Andrew Martinez
Facsimile: 505-662-6891

Notices, demands, requests, and exercises served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement (a) upon actual receipt, if hand-delivered, (b) upon confirmation of transmission, if sent by facsimile, (c) the date of deposit, if sent by U.S. Express Mail or overnight courier service, or (d) three (3) days after postmark, if sent by U.S. Mail. Copies of all notices shall also be given to the Tittle Company. Notices by a party may be given by legal counsel or the authorized agent of such party.

14. SURVIVAL CLAUSE. Terms of this Agreement that provide for rights, duties, and/or obligations that expressly or logically extend beyond the expiration or earlier termination of this Agreement, including indemnity obligations, shall survive such expiration or earlier termination of this Agreement and shall not merge at Closing; rather, they shall survive the Closing and bind the parties hereto.

15. BUYER'S DISCLOSURES. Buyer hereby discloses, represents and warrants to Seller that:

A. The sale of the Property hereunder is and will be made on an "as is, where is" basis and Seller has not made, does not make and specifically negates and disclaims any representations, warranties or guarantees of any kind or character, whatsoever, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property.

B. Buyer has or will complete all physical and financial examinations relating to the acquisition of the Property hereunder and will acquire the same solely on the basis of such examinations and the title insurance protection afforded by the title policy and not on any information provided or to be provided by Seller.

C. Any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

D. Seller shall not be liable for any negligent misrepresentation or any failure to investigate the Property nor shall Seller be bound in any manner by any verbal or written statements, representations, appraisals, environmental assessment reports or other information pertaining to the Property or the operation thereof, furnished by Seller or by any real estate broker, agent, representative, employee, servant or other person acting on Seller's behalf.

E. It is understood and agreed that the Property is sold by Seller and purchased by Buyer subject to the foregoing.

16. CONTINGENCIES. Buyer's obligations to purchase the Property shall be contingent upon the following:

A. Title Contingency. Buyer, at Buyer's expense, shall order a commitment to insure title (the "**Title Commitment**") from the Title Company within three (3) business days of the Effective Date. Buyer shall have twenty (20) days from the receipt of the Title Commitment (and all items listed as special exceptions therein) (the "**Title Review Period**") in which to object to the Title Commitment by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Title Review Period, Buyer shall be deemed to have accepted the Title Commitment, including any exceptions identified therein, and this Title Contingency shall be removed. Seller has the option to remove objections at its cost. If Seller elects to cure, it shall notify Buyer of its intent to cure within twenty (20) days of receipt of Buyer's written objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from delivering notice of intent to cure to effect a cure of Buyer's title objections. If Seller is unable or unwilling to cure Buyer's title objections, Buyer may either choose to: (i) accept the Property as offered or remedied by Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit. Any exceptions to title not objected to by Buyer or as to which objections have been waived shall be deemed "**Permitted Exceptions.**"

B. Survey Contingency. Within three (3) business days of the Effective Date, Seller shall order the Subdivision Survey, which shall be sufficient for the creation of the Property by subdivision as contemplated by paragraph 2 hereof. Buyer shall have five (5) days from receipt of the Survey in which to object to the Survey or any condition revealed thereby ("**Survey Review Period**") by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Survey Review Period, Buyer shall be deemed to have accepted the Survey and this Survey Contingency shall be removed. Seller has the option to remove objection(s) at its cost. If Seller elects to remove the objection(s), it shall notify Buyer of its intent to cure within thirty (30) days of receipt of notice of Buyer's objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from providing notice of intent to cure to effect a cure of Buyer's survey objections. If Seller is unable or unwilling to cure Buyer's survey objections, Buyer may either choose to: (i) accept the Property as offered or remedied by Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit.

C. Updates. If any title exceptions or survey matters are disclosed by updates of the Commitment and/or Survey or other title "date-downs" that affect the marketability or insurability of the title to the Property, Buyer may, within ten (10) days of receiving the update or "date-down" (the "**Update Review Period**"), object to any such matter by delivering to Seller written notice of objection. If Buyer fails to notify Seller of any objections within the Update Review Period, Buyer

shall be deemed to have accepted the updated Title Commitment, including any exceptions identified therein, and this contingency shall be removed. Seller has the option to remove objections at its cost. If Seller elects to cure, it shall notify Buyer of its intent to cure within twenty (20) days of receipt of Buyer's written objection(s) and this Agreement shall remain in full force and effect. Failure of Seller to respond to Buyer's objection(s) within this period shall be deemed a refusal to cure any of them. Seller shall have five (5) business days from delivering notice of intent to cure to effect a cure of Buyer's objections. If Seller is unable or unwilling to cure Buyer's objections, Buyer may either choose to: (i) accept the Property as offered or remedied by Seller and proceed to Closing; or (ii) terminate this Agreement and have returned the Earnest Money Deposit. Any exceptions to title not objected to by Buyer or as to which objections have been waived shall be deemed "**Permitted Exceptions.**" Notwithstanding anything herein contained to the contrary, any existing mortgages, deeds of trust, deeds to secure debt, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances, as well as any tenants or other parties in possession of all or any portion of the Property, shall be automatically deemed matters to which objection is made by Buyer, regardless of whether Buyer gives written notice of objection thereto to Seller, and Buyer under no circumstances shall be deemed to have waived any such matters, nor shall same be considered Permitted Exceptions hereunder, unless such waiver shall be an express waiver in writing executed by Buyer.

D. Inspection Contingency. Buyer has thirty (30) days from the Effective Date ("**Inspection Period**") in which to secure whatever inspections Buyer feels it prudent to perform. Should Buyer desire to terminate this Agreement for any reason on or before the expiration of the Inspection Period, then Buyer may, at its option, terminate this Agreement by giving written notice of termination to Seller on or before the expiration of the Inspection Period whereupon Title Company shall immediately refund to Buyer the Earnest Money Deposit and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder, except for matters that by the terms hereof expressly survive termination. Seller shall provide Buyer or its agent reasonable access to the premises to perform inspections. Should inspections reveal any conditions that Buyer wishes Seller to remedy, Buyer shall provide a written report of such condition to Seller within the Inspection Period. If Buyer fails to terminate this Agreement within the Inspection Period, Buyer shall be deemed to have waived this Inspection Contingency. Seller has the option of remedying any reported condition(s) at its cost. If Seller elects to remedy the condition(s), it shall notify Buyer of its intent to cure within thirty (30) days of receipt of the report and this Agreement shall remain in full force and effect. Failure of Seller to respond within this period shall be deemed a refusal to cure any reported condition. Should Seller elect to perform the remediation, it shall provide the results of its work to Buyer within ten (10) days of completion. Buyer shall then have ten (10) days to notify Seller in writing of its election to either (i) waive its Inspection Contingency and proceed to Closing, or (ii) terminate this Agreement and have returned the Earnest Money Deposit.

All inspections shall be paid for by Buyer. Buyer shall indemnify, defend, and hold Seller harmless from and against any and all costs, claims, liabilities or damages (including attorneys' fees) incurred by or asserted against Seller (including damage to the Property) arising out of or resulting from any inspection or survey of the Property made by or on behalf of Buyer.

17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts by each of the signatories to this Agreement. The parties agree that signatures transmitted by facsimile machine or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Agreement.

18. ENTIRE AGREEMENT. This Agreement, together with the addenda or exhibits attached hereto, comprises the entire understanding and agreement of the parties hereto on the subject matter herein contained and supersedes all prior agreements or representations with respect to the Property not expressly set forth herein, is governed by the laws of the State of New Mexico and shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, and assigns. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby. Time is of the essence of this Agreement.

19. ATTORNEYS' FEES. In the event of any action, suit or other proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, any gross receipts tax thereon, and legal costs and expenses, including those incurred on appeal and in any collection action.

20. SEVERABILITY. All of the provisions of this Agreement are hereby declared to be severable and a finding by any court of competent jurisdiction that any provision of this Agreement is void, unlawful, or unenforceable shall not affect the validity or enforceability of any other provision of this Agreement provided it is possible to accomplish the purpose of this Agreement, namely the conveyance of the subject Property following the finding by the court.

21. PRE-CLOSING INSPECTION. Buyer shall have the right to re-inspect that the Property (personally, or by a designated individual) within two (2) days prior to the Closing date for the limited purpose of permitting Buyer to be assured that the Property is in the same condition as of the date of this Agreement.

22. DEFINITIONS. DAY(S) shall be determined on a "calendar day" basis unless stated otherwise. If the final day for performance falls on a Saturday, Sunday or legal Holiday, the time therefore shall be extended to the next business day. Legal Holidays are described as: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. EFFECTIVE DATE is the date this Agreement is fully executed and delivered. DELIVERED means personally delivered, delivered by facsimile, mailed postage pre-paid, or by any method where there is evidence of receipt. The facsimile or e-mail transmission of a copy of this or any related document shall constitute delivery of that document. The facsimile, e-mail or electronically transmitted signature shall have the same force and effect as an original signature. The MASCULINE includes the feminine. The SINGULAR includes the plural.

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement effective as of the date first written above.

THIRTY301, LLC

BY: _____
MARCUS HALL, PRINCIPAL **DATE**

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

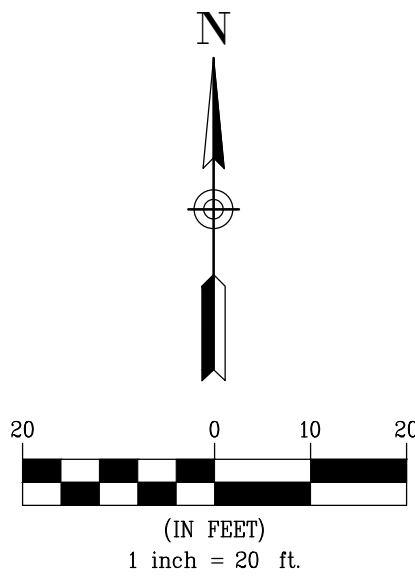
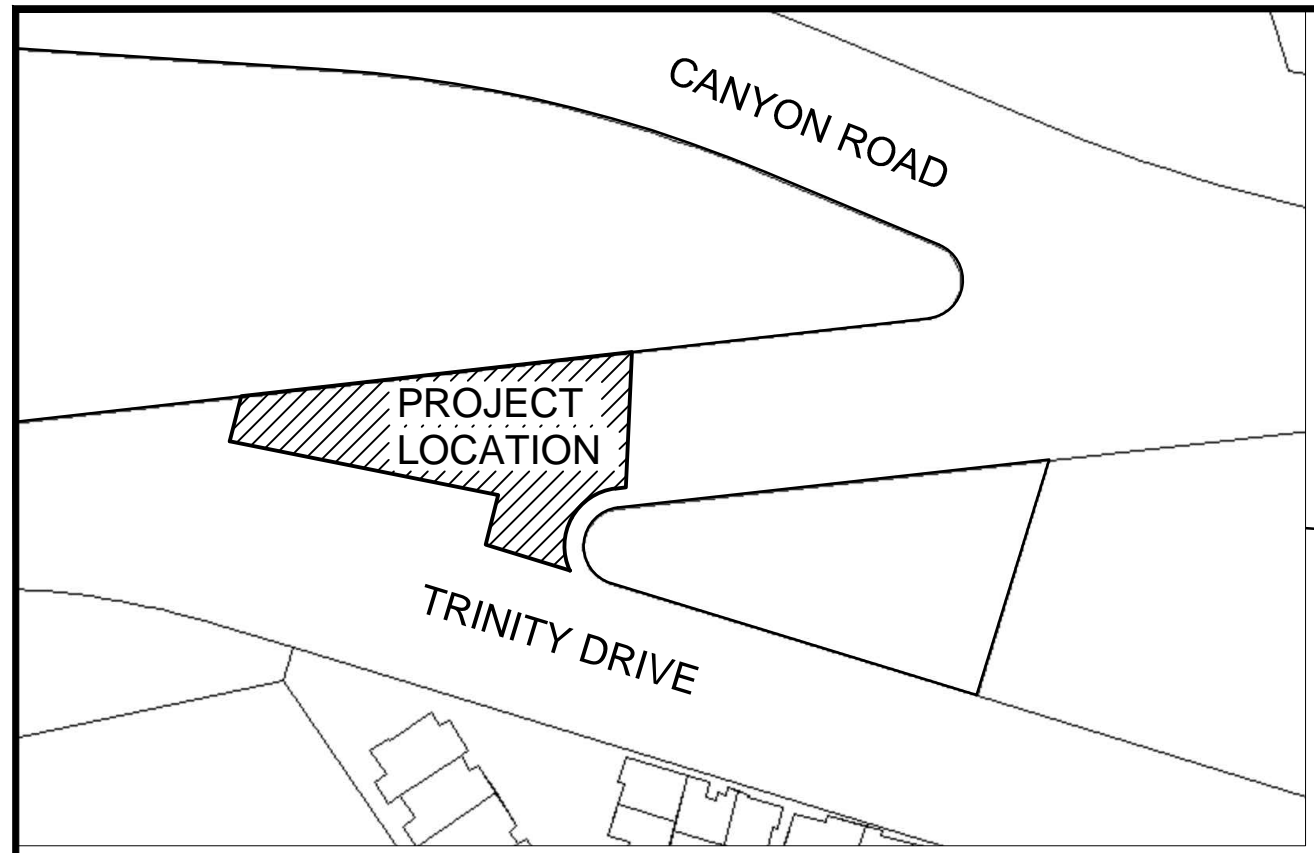
NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**BOUNDARY SURVEY PLAT FOR CHALECO, LLC.,
OF TRACT RM EASTERN AREA NO. 3,
LOS ALAMOS COUNTY NEW MEXICO
APRIL, 2017**



GENERAL NOTES

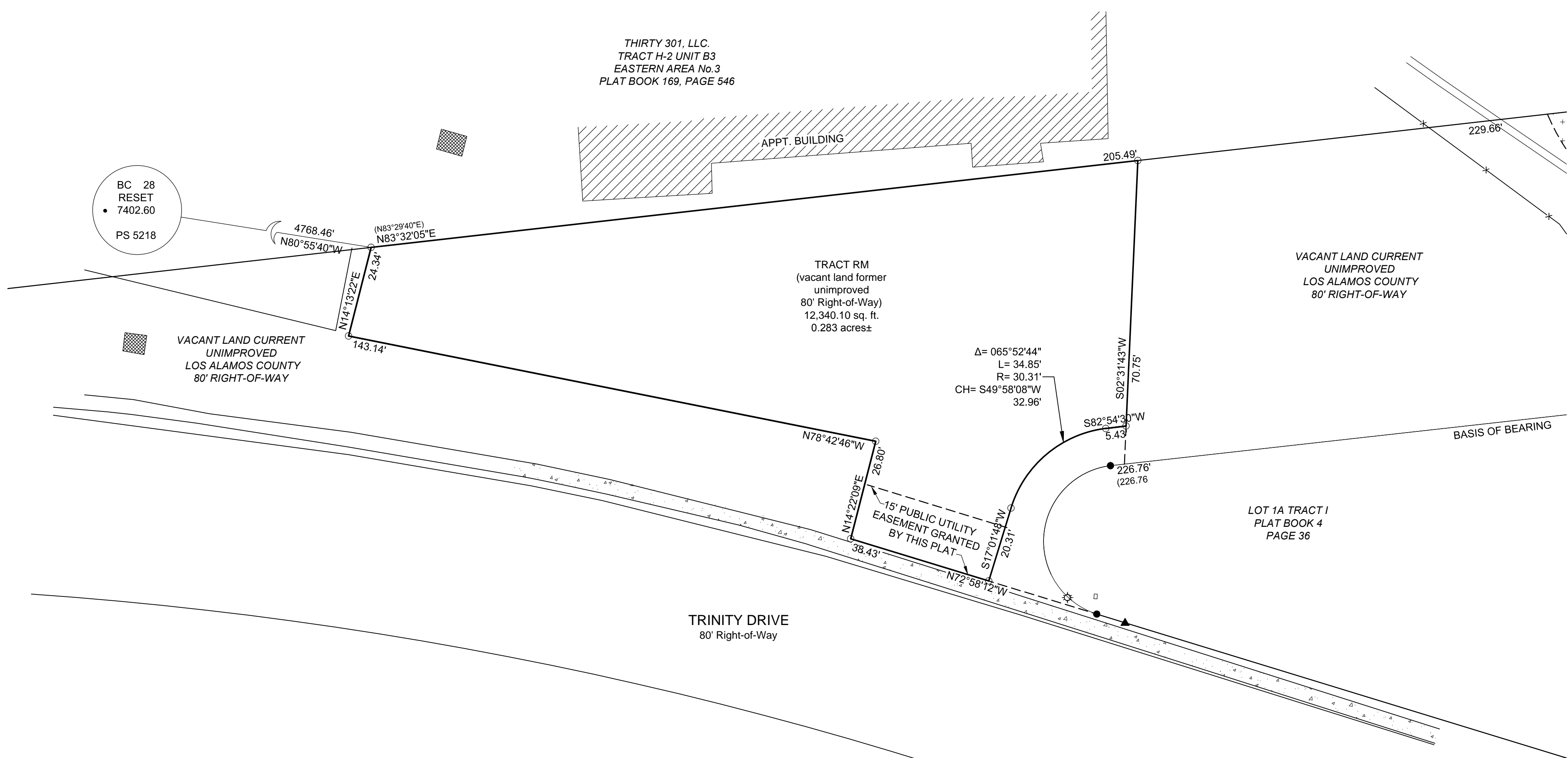
1. FIELD SURVEY WAS COMPLETED ON JANUARY 4, 2017.

REFERENCE DOCUMENTS

1. PLAT OF EASTERN AREA NO. 3 FILED IN PLAT BOOK 1 PAGE 74.
2. PLAT OF SUBDIVISION OF LOT 1-TRACT I EASTERN AREA NO. 3 PREPARED BY JOHN R. MENDIUS L.S. 3722 AND FILED IN THE OFFICE OF THE LOS ALAMOS COUNTY CLERK, IN PLAT BOOK 4 PAGE 36 ON MAY 1, 1981.
3. BOUNDARY SURVEY PLAT FOR THIRTY 301, LLC. OF TRACT H-2, UNIT B EASTERN AREA NO. 3 LOS ALAMOS, BY PRECISION SURVEYS, INC. FILED IN PLAT BOOK 169 PAGE 546, JUNE 6, 2015.

LEGEND

- ▲ FOUND T-BAR W/CAP
- FOUND 1/2" REBAR W/CAP OR PK NAIL WITH FLASHER STAMPED "LS 11993"
- REBAR WITH CAP OR PK NAIL WITH FLASHER STAMPED "LS 18375" SET
- ⊕ TELCOM. MANHOLE
- ⊖ ELECTRIC MANHOLE
- ⊙ SANITARY SEWER MANHOLE
- ⊕ WATER VALVE
- ⊙ STREET LIGHT POLE
- ⊙ FIRE HYDRANT
- ⊙ ELECTRICAL EQUIPMENT BOXES
- ▨ CONCRETE AREA



DEDICATION

THE AREA DESIGNATED HEREON AS PUBLIC UTILITY EASEMENT AND DELINEATED HEREON, IS HEREBY GRANTED TO THE INCORPORATED COUNTY OF LOS ALAMOS AND ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF UTILITY EASEMENTS OVER, ACROSS, IN AND UPON THE LAND SHOWN.

COUNTY ENGINEER	DATE
COUNTY SURVEYOR	DATE
DEPARTMENT OF PUBLIC UTILITIES	DATE

INCORPORATED COUNTY OF LOS ALAMOS

DAVID IZRAELVITZ, LOS ALAMOS COUNTY COUNCIL CHAIR DATE:
OWNER OF TRACT RM, EASTERN AREA NO. 3

STATE OF NEW MEXICO } SS
COUNTY OF LOS ALAMOS }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ BY THE OWNER OF TRACT RM, EASTERN AREA NO. 3, INCORPORATED COUNTY OF LOS ALAMOS, DAVID IZRAELVITZ, LOS ALAMOS COUNTY COUNCIL CHAIR.

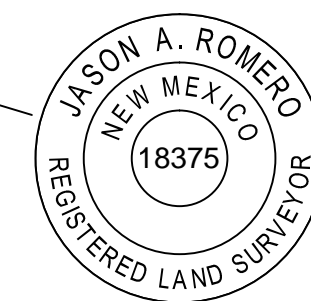
NOTARY PUBLIC MY COMMISSION EXPIRES

LEGAL DESCRIPTION

A PORTION OF VACANT LAND (FORMER 80' RIGHT-OF-WAY) LYING BETWEEN TRACT H-2 UNIT B3 (PLAT BOOK 169, PAGE 546), AND LOT 1A TRACT I (PLAT BOOK 4, PAGE 36), WITHIN EASTERN AREA NO. 3 LOS ALAMOS COUNTY, NEW MEXICO. SAID PORTION OF LAND TO BE KNOWN AS "TRACT RM" WITH APPROVAL OF THIS PLAT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT FROM WHENCE A FOUND ALUMINUM CAP "BC 28 RESET" BEARS SOUTH 80°55'40" EAST A DISTANCE OF 4,768.46 FEET TO THE POINT AND PLACE OF BEGINNING,
THENCE, NORTH 83°32'05" EAST A DISTANCE OF 205.49 FEET TO A POINT,
THENCE, SOUTH 02°31'43" WEST A DISTANCE OF 70.75 FEET TO A POINT,
THENCE, SOUTH 82°54'30" WEST A DISTANCE OF 5.43 FEET TO A POINT,
THENCE ON A CURVE TO THE LEFT WITH AN ANGLE OF 065°52'44", HAVING A RADIUS OF 30.31 FEET, A LENGTH OF 34.85 FEET, WITH A CHORD BEARING SOUTH 49°58'08" WEST A DISTANCE OF 32.96 FEET TO A POINT,
THENCE, SOUTH 17°01'48" WEST A DISTANCE OF 20.31 FEET TO A POINT,
THENCE, NORTH 72°58'12" WEST A DISTANCE OF 38.43 FEET TO POINT,
THENCE, NORTH 14°22'09" EAST A DISTANCE OF 26.80 FEET TO A POINT,
THENCE, NORTH 78°42'46" WEST A DISTANCE OF 143.14 FEET TO A POINT,
THENCE NORTH 14°13'22" EAST A DISTANCE OF 24.34 FEET TO THE POINT AND PLACE OF BEGINNING AND CONTAINING AN AREA OF 12,340.10 SQ. FT., 0.283 ACRES MORE OR LESS.

SURVEYORS CERTIFICATE

I, JASON A. ROMERO, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO AND THAT THIS PLAT AND THE NOTES HEREON WERE PREPARED FROM DOCUMENTS LISTED UNDER THE HEADING "REFERENCE DOCUMENTS" AND FROM FIELD NOTES OF AN ACTUAL SURVEY MADE UNDER MY SUPERVISION IN MAY, 2015 AND MEETS THE MINIMUM REQUIREMENTS OF THE STANDARDS OF LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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Los Alamos, New Mexico 87544
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Drawing File: