

3.4 SBE2's Obligations at Closing. At the Closing, SBE2 shall deliver to VTSV each and all of the following:

(a) Deed. A good and sufficient special warranty deed incorporating the Parcel Surveys legal description of the Beausoleil Transfer Parcels (less the NROW Area, as described in Section 1.6) as their legal descriptions in such form as will convey to VTSV good and marketable title in fee simple to the Beausoleil Transfer Parcels (less the NROW Area, as described in Section 1.6), subject only to:

- (i) taxes and assessments for the year of the Closing, not yet due or payable; and
- (ii) those specific matters of record that are not objected to by VTSV in accordance with Section 2.2.

(b) Temporary Easements. The Temporary Easement Agreements for the TCP Area Easement and the Vacated ROW Easement.

(c) Remnant Parcels Exchange Credit. The Remnant Parcels Exchange Credit as set forth in Section 1.4.

(d) Other Documents. SBE2 agrees to execute and deliver to VTSV all other documents contemplated expressly or impliedly in this Agreement.

3.5 Escrowed Closing. The parties agree that the Title Company shall serve as escrow agent for the Closing.

At the Closing VTSV shall deliver to the Title Company all documents of conveyance executed by VTSV hereunder, the Parcels Survey containing the Consolidation Survey and the Adjusted Beausoleil Property Survey, the Temporary Easement Agreements for the TCP Area Easement and the Vacated ROW Easement, the Beausoleil Transfer Parcels Purchase Price, less the Remnant Parcels Exchange Credit, the Annual TCP Easement Fee for the TCP Easement First Annual Period, a settlement statement signed by VTSV setting forth an accounting of funds to be received and disbursed by the Title Company (the "Settlement Statement"), and all other documents signed by VTSV contemplated herein and/or reasonably requested by the Title Company in connection with the Closing.

At the Closing SBE2 shall deliver to the Title Company all documents of conveyance executed by VTSV hereunder, the Parcels Survey containing the Consolidation Survey and the Adjusted Beausoleil Property Survey, the Temporary Easement Agreements for the TCP Area Easement and the Vacated ROW Easement, the Remnant Parcels Exchange Credit, a settlement statement signed by SBE2 setting forth an accounting of funds to be received and disbursed by the Title Company (the

"Settlement Statement"), and all other documents signed by SBE2 contemplated herein and/or reasonably requested by the Title Company in connection with the Closing.

When all requirements in the VTSV Commitment and the SBE2 Commitment have been fulfilled, the Parcels Survey containing the Consolidation Survey and the Adjusted Beausoleil Property Survey has been recorded, and the Title Company is unconditionally prepared to issue the VTSV Policy to VTSV and the SBE2 Policy to SBE2 in accordance with this Agreement, subject only to specific exceptions contained in the VTSV Commitment not objected to by VTSV and in the SBE2 Commitment not objected to by SBE2, Title Company shall thereupon (a) record the Parcels Survey containing the Consolidation Survey and the Adjusted Beausoleil Property Survey, (b) record the conveyance deeds and Temporary Easements Agreements described above delivered to the Title Company, and (c) deliver the Beausoleil Transfer Parcels Purchase Price, less the Remnant Parcels Exchange Credit, to SBE2, and/or on behalf of SBE2, pursuant to the Settlement Statement signed by the Parties.

3.6 Possession. At Closing, VTSV shall deliver possession to SBE2 of the Ernie Blake Road ROW - Vacated Tract, and SBE2 shall deliver possession of the Beausoleil Transfer Parcels (less the NROW Area, as described in Section 1.6) and the TCP Area, in a neat condition with all personal property, stored items and debris, including rubble (remains of anything broken down or destroyed), rubbish, litter, waste and discarded garbage/refuse/trash, removed therefrom. Such possession shall be subject to the temporary easements described in Section 1.5.

3.7 Risk of Loss; Destruction. As of the Closing Date, risk of loss (a) to the Ernie Blake Road ROW - Vacated Tract shall shift from VTSV to SBE2, and (b) to the Beausoleil Transfer Parcels (less the NROW Area, as described in Section 1.6) shall shift from SBE2 to VTSV, subject to the terms and provisions of the temporary easements described in Section 1.5..

3.8 Taxes and Other Prorated Items. On or before the Closing Date each Party shall have paid all taxes, assessments, landowner association fees and other charges relating to their respective properties being conveyed hereunder through the calendar year prior to that of the Closing Date, and such taxes, assessments, fees and other charges relating to such properties for the calendar year of the Closing Date shall be apportioned between VTSV and SBE2 as of the Closing Date based upon information available at the time of the Closing and shall be binding upon the Parties.

3.9 Closing Expenses. On the Closing Date, the Party receiving a conveyance of properties hereunder shall pay the recording fees of such conveyance. A Party making a conveyance of properties hereunder shall be solely responsible for the payment of any and all recording fees for the release of any lien or encumbrance on such properties being conveyed. VTSV shall pay the recording fees for the Parcels Survey. The parties shall each be responsible for one-half (1/2) of the Title Company's closing fees for the Beausoleil Transfer Parcels Transaction and the Remnants Parcels Transaction.

3.10 Designation for Reporting to IRS. The parties agree to take all actions and sign all necessary documentation in order to designate the Title Company as the reporting person responsible for complying with all reporting requirements relating to this real estate transaction pursuant to the Internal Revenue Code and regulations promulgated thereunder.

ARTICLE 4 **REPRESENTATIONS**

4.1 VTSV's Representations. VTSV represents and warrants to SBE2 on and as of the Effective Date and on and as of the Closing Date that:

(a) Status and Authority of VTSV. VTSV is a municipal corporation, duly organized and in good standing under the laws of the State of New Mexico. The execution and delivery of this Agreement by the signatories hereto on behalf of VTSV and the performance of this Agreement by VTSV have been duly authorized by VTSV. VTSV has the legal capacity and authority to execute, deliver and perform this Agreement.

(b) No Prohibitions. VTSV is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, regulation agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over VTSV or VTSV's properties.

(c) Agreement Enforceable. This Agreement has been duly executed and delivered by VTSV and constitutes a legal, valid and binding obligation of VTSV, enforceable against VTSV in accordance with the terms hereof, except as enforceability hereof may be limited by bankruptcy, insolvency, or reorganization laws or applicable principles of equity.

(d) No Violations. VTSV represents that, to the best of VTSV's knowledge, information and belief, there exist no violations of governmental (including zoning, planning and subdivision) rules, regulations or limitations, and no enforceable violations of any restrictions of any restrictive covenant, agreement or condition subject to which the title to the Ernie Blake Road ROW - Vacated Tract is to be conveyed in accordance with the terms of this Agreement. Furthermore, VTSV represents that, to the best of VTSV's knowledge, information and belief, the Ernie Blake Road ROW - Vacated Tract or any portion thereof does not contain any environmental hazards or any hazardous substances, and the Ernie Blake Road ROW - Vacated Tract and use thereof are and have been in accordance and compliance with all applicable governmental rules, regulations and limitations relating to the environment, environmental hazards or hazardous substances.

4.2 SBE2's Representations. SBE2 represents and warrants to VTSV on and as of the Effective Date and on and as of the Closing Date that:

(a) Status and Authority of SBE2. SBE2 is a limited liability company, duly organized and in good standing under the laws of the State of New Mexico. The execution and delivery of this Agreement by the signatories hereto on behalf of SBE2 and the performance of this Agreement by SBE2 have been duly authorized by SBE2. SBE2 has the legal capacity and authority to execute, deliver and perform this Agreement.

(b) No Prohibitions. SBE2 is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, regulation agreement, instrument, restriction, or by a judgment, order or decree of any governmental authority having jurisdiction over SBE2 or SBE2's properties.

(c) Agreement Enforceable. This Agreement has been duly executed and delivered by SBE2 and constitutes a legal, valid and binding obligation of SBE2, enforceable against SBE2 in accordance with the terms hereof, except as enforceability hereof may be limited by bankruptcy, insolvency, or reorganization laws or applicable principles of equity.

(d) No Violations. SBE2 represents that, to the best of SBE2's knowledge, information and belief, there exist no violations of governmental (including zoning, planning and subdivision) rules, regulations or limitations, and no enforceable violations of any restrictions of any restrictive covenant, agreement or condition subject to which the title to the Beausoleil Transfer Parcels (less the NROW Area, as described in Section 1.6) is to be conveyed in accordance with the terms of this Agreement. Furthermore, VTSV represents that, to the best of VTSV's knowledge, information and belief, the Beausoleil Condemnation Property or any portion thereof do not contain any environmental hazards or any hazardous substances, and the Beausoleil Condemnation Property and use thereof are and have been in accordance and compliance with all applicable governmental rules, regulations and limitations relating to the environment, environmental hazards or hazardous substances.

ARTICLE 5

GENERAL PROVISIONS

5.1 Time is of the Essence. It is mutually agreed that time is of the essence in the performance of this Agreement. Any time period herein calculated by reference to "days" shall mean calendar days; provided, however, that if the final date of performance falls on a Saturday, Sunday, or state or federal - recognized holiday, then such date shall be automatically extended to the next business day.

5.2 Dispute Resolution. In the event of any breach, disagreement or dispute between the Parties arising out of or related to this Agreement, prior to filing any lawsuit

against the other, the Parties shall participate in mandatory mediation in Santa Fe, New Mexico, utilizing the services of a professionally trained attorney-mediator. The identity of mediator shall be jointly determined by the parties or, if the parties are unable to agree, by any judge of the Eighth Judicial District Court. Any such mediation shall be held within thirty (30) days of a demand by either party, and the parties shall jointly share the cost of any such mediation.

5.3 If the parties are unable to resolve their dispute or claim in mediation, then the parties agree to jurisdiction and venue in the Eighth Judicial District Court, Santa Fe County, New Mexico for any legal action brought in connection with this Agreement.

5.4 Attorneys' Fees. The prevailing Party, in any action for the breach of this Agreement, or the enforcement thereof, shall recover from the non-prevailing Party the reasonable attorneys' fees and costs incurred by prevailing Party, and such attorneys' fees and costs shall not be deemed special or indirect damages, nor excluded by a "sole and exclusive remedies" provision hereunder.

5.5 Default. If, after written demand, either Party (the "Defaulting Party") fails to perform any obligation under this Agreement in accordance with its terms, other than by reason of a termination of this Agreement by VTSV or SBE2 pursuant to a right to do so expressly provided for herein (except by reason of a default by either Party), the other Party (the "Non-Defaulting Party"), as its sole and exclusive remedy, may either (a) terminate this Agreement by written notice to Defaulting Party and the Title Company, or (b) the Non-Defaulting Party may pursue an action for specific performance and actual and direct damages against the Defaulting Party. In the event of Defaulting Party's default after Closing of any covenant in this Agreement that survives Closing, or under any documents delivered at Closing, which default continues for more than thirty (30) days after written notice of such default from the Non-Defaulting Party, the Non-Defaulting Party will be entitled to pursue an action for specific performance and actual and direct damages against the Defaulting Party. Notwithstanding the foregoing, under no circumstances may the Non-Defaulting Party seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages, all of which the Non-Defaulting Party specifically waives, from the Defaulting Party for any breach by the Defaulting Party or its obligations under this Agreement or of any representation, warranty or covenant of the Defaulting Party hereunder.

5.6 Authority. The undersigned signatories represent that each has the power and authority to bind their respective entities. Each further agrees to provide upon request such resolutions, certificates or other documentation reasonably required to evidence such power and authority.

5.7 Commissions. Each Party agrees to indemnify the other Party and hold the other Party harmless against any and all claims based in whole or in part on any act of the indemnifying Party for commissions, fees or other compensation made by any real

estate broker, agent or salesperson as the result of the sale or exchange of the parcels contemplated hereunder.

5.8 Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given and delivered to, and received by, the receiving party when: (a) when hand-delivered; (b) sent by electronic mail or facsimile; (c) one day after deposit with a national overnight courier; or (d) three (3) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid. Any party may change the contact information set forth below upon giving notice thereof to the other party(ies) in accordance herewith.

5.9 Co-Ownership of Consolidated Lot 1-A-1. VTSV acknowledges and understands that, concurrent with the recording of the conveyance deeds described in the last paragraph of Section 3.5, St. Bernard Expansion III LLC, a New Mexico limited liability company ("SBE3"), the current owner of portions of the consolidated Lot 1-A-1, Block G, on the current version of the Parcels Survey, and SBE2 will record a conveyance deed whereby SBE2 and SBE3 will co-own consolidated Lot 1-A-1.

5.10 Interpretation. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

5.11 Survival of Agreement; Binding Effect. The provisions of this Agreement shall survive the Closing and shall not be merged, extinguished or superseded by the execution or delivery of any document required hereunder including any conveyance or assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns.

5.12 Entire Agreement; Severability; Modification. This Agreement constitutes the entire agreement between the Parties and any other prior agreements between the Parties, written or oral, are merged herein. If any provisions of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Any modification of this Agreement must be made in writing and must be executed by the Parties.

5.13 Miscellaneous. Each and all of the Recitals set forth at the beginning of this Agreement and each and all of the Exhibits stated herein and attached hereto are hereby incorporated herein by this reference. This Agreement may be executed through the use

of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the Parties, notwithstanding that all Parties are not signatories to the same counterpart. Copies of this instrument, and any and all amendments hereto, which are signed and delivered by each party and produced and/or reproduced by electronic or facsimile transmission, shall be valid and binding upon each signatory Party. This Agreement and the rights of the Parties shall be governed by and construed in accordance with the laws of the State of New Mexico.

VTSV and SBE2 have executed this Agreement as of the Effective Date.

**Village of Taos Ski Valley, a New Mexico
municipal corporation:**

Date: _____

By: _____

Name: _____

Title: _____

Address for Notice:

Facsimile: _____

Email: _____

With a copy, which shall not be deemed notice,
to:

_____, Esq.

Facsimile: _____

Email: _____

St. Bernard Expansion II, L.L.C.,
a New Mexico limited liability company

Date: _____

By: _____

Name: _____

Title: _____

Address for Notice:

Facsimile: _____

Email: _____

With a copy, which shall not be deemed notice,
to:

Leonard S. Katz, Esq.
P.O. Box 250
Santa Fe, New Mexico 87504
Facsimile: (505) 988-1286
Email: lsk@santafelawgroup.com

EXHIBIT LIST

- Exhibit A Beausoleil Property
- Exhibit B-1 Page 30 Whitney Appraisal Report
- Exhibit B-2 Resubdivision Survey, dated _____, 2018 prepared for the Ernie Blake Road Re-Alignment by Red Tail Surveying, Inc., Job No. 2218
- Exhibit C-1 Temporary Easement Agreement for the TCP Area Easement
- Exhibit C-2 Temporary Easement Agreement for the Vacated ROW Easement
- Exhibit D Al's Run Property
- Exhibit E Helfrich Property

EXHIBIT A

BEAUSOLEIL PROPERTY

A certain tract of land in Taos Ski Valley, Taos County, New Mexico; within the Antoine Leroux Grant; located within projected Section 9, Township 27 North, Range 14 East, NMPM; described as part of Lot 1, Block A of the O.E. Pattison Subdivision; and more particularly described by metes and bounds as follows;

BEGINNING at the NE corner of this tract, a point on the southerly right-of-way of Ernie Blake Road, from whence the re-established position of MC 80, a USGLO scribed stone monument previously found, bears N 24° 20' 53" W, 404.71 feet distant, and from whence a 1/2 inch rebar set as a reference monument, bears S 08° 32' 21" E, 22.14 feet distant, thence along said Ernie Blake Road right-of-way;

S 61° 34' 00" E, 143.81 feet to a point at the intersection of said right-of-way and the westerly right-of-way of Twining Road, from whence a 1/2 inch rebar set as a reference monument, bears S 50° 50' 58" W, 17.22 feet distant, thence leaving said Ernie Blake Road right-of-way and along said Twining Road right-of-way;

S 30° 03' 00" E, 132.54 feet to a point from whence a 1/2 Inch rebar set as a reference monument, bears

S 46° 16' 11" W, 13.01 feet distant, thence;

S 40° 09' 00" E, 180.42 feet to the SE corner, a point from whence a 1/2 inch rebar set as a witness corner, bears S 45° 39' 42" W, 25.00 feet distant, thence leaving said right-of-way;

S 45° 39' 42" W, 198.49 feet to the SW corner, a 1/2 inch rebar found, thence along the easterly right-of-way of a 20 foot wide road;

N 45° 31' 47" W, 48.14 feet to a 1/2 inch rebar set, thence;

N 45° 32' 40" W, 210.25 feet to a point from whence a 1/2 inch rebar set as a reference monument, bears

N 43° 42' 11" E, 6.64 feet distant, thence;

N 35° 46' 44" W, 50.27 feet to a 1/2 inch rebar set, thence;

N 51° 49' 42" W, 203.50 feet to the NW corner, a 1/2 inch rebar found at the intersection of the easterly right-of-way of said 20 foot wide road, and the southerly right-of-way of Ernie Blake Road, thence leaving said 20 foot wide right-of-way and along said Ernie Blake Road right-of-way;

N 87° 42' 34" E, 31.38 feet to a 1/2 inch rebar found, thence;

N 55° 35' 37" E, 143.68 feet to a point from whence a 1/2 inch rebar set as a reference monument, bears

S 28° 11' 02" E, 6.49 feet distant, thence;

N 62° 14' 53" E, 63.79 feet to the POINT AND PLACE OF BEGINNING.

This tract contains 2.40 acres, more or less,

And

Parcel II

An undivided 1/2 interest as tenants in common to the following described property:

A twenty (20) foot wide road through Lot 1 of Block A of the O.E. Pattison Subdivision, located within the Antoine Leroux Grant at Twining, Taos County, New Mexico.

COMMENCING for a tie at Meander Corner 80, a General Land Office stone monument on the North boundary survey of the Antoine Leroux Grant; thence S 01° 58' 08" W, 479.98 feet to a 3/8 inch rebar on the South side of a public road; thence along said road side, S 88° 15' 30" W, 31.27 feet to a 1/2 inch rebar, the North corner and point of beginning, thence S 88° 15' 30" W, 30.60 feet to a 1/2 inch rebar, the West corner, thence leaving the public road, S 50° 55' 55" E, 223.87 feet to a 1/2 inch rebar, thence S 34° 59' 31" E, 49.00 feet to a 1/2 inch rebar, thence S 44° 36' 46" E, 205.74 feet to a 1/2 inch rebar, the South corner, thence N 62° 59' 34" E, 20.98 feet to a 1/2 inch rebar, the East corner, thence N 44° 38' 51" W, 210.26 feet to a 1/2 inch rebar, thence N 34° 52' 55" W, 50.27 feet to a 1/2 inch rebar, thence N 50° 55' 53" W, 203.51 feet to the North corner, the POINT OF BEGINNING.

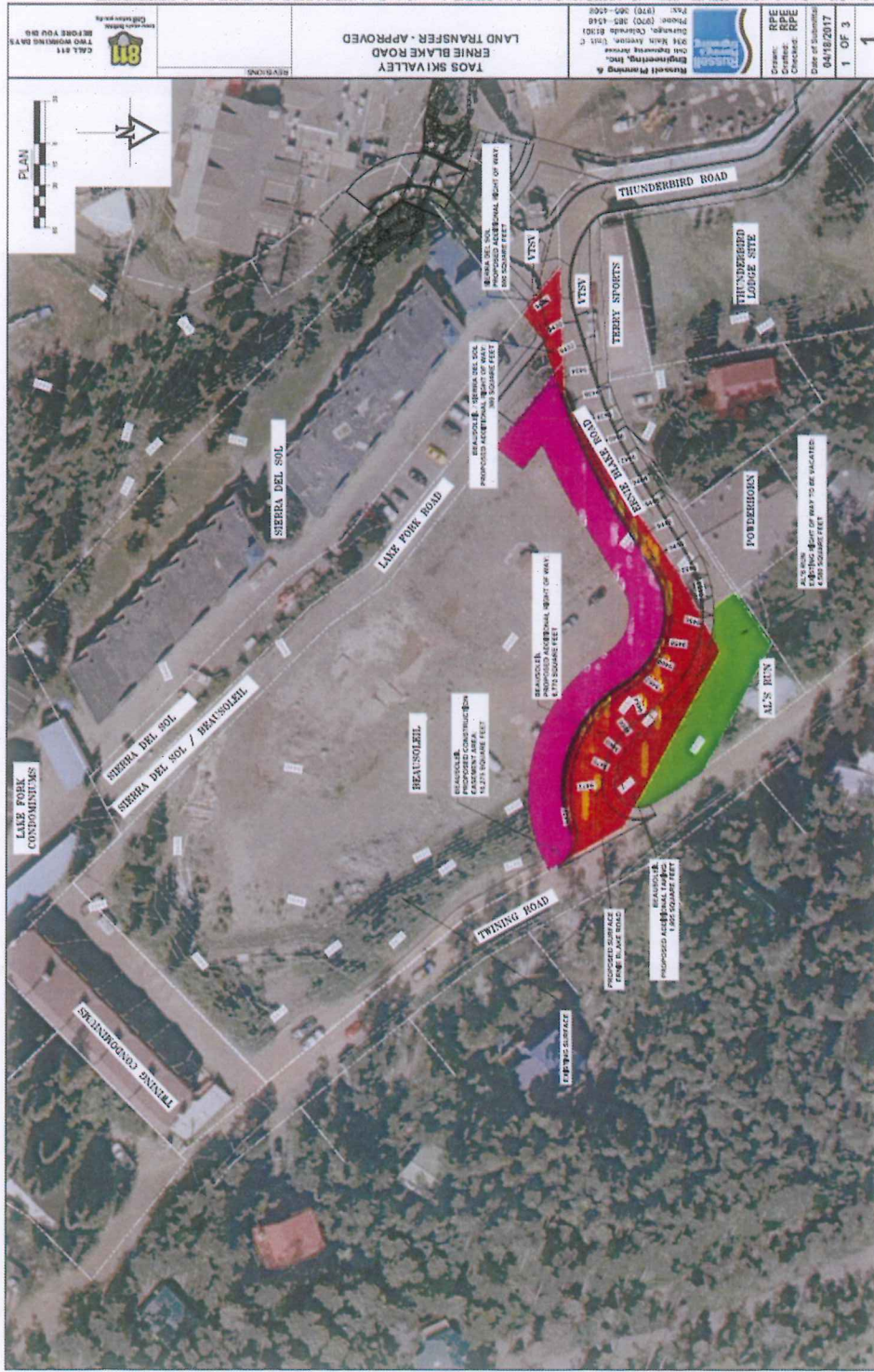
This tract contains 9408.176491 square feet, more, or less.

EXHIBIT B-1

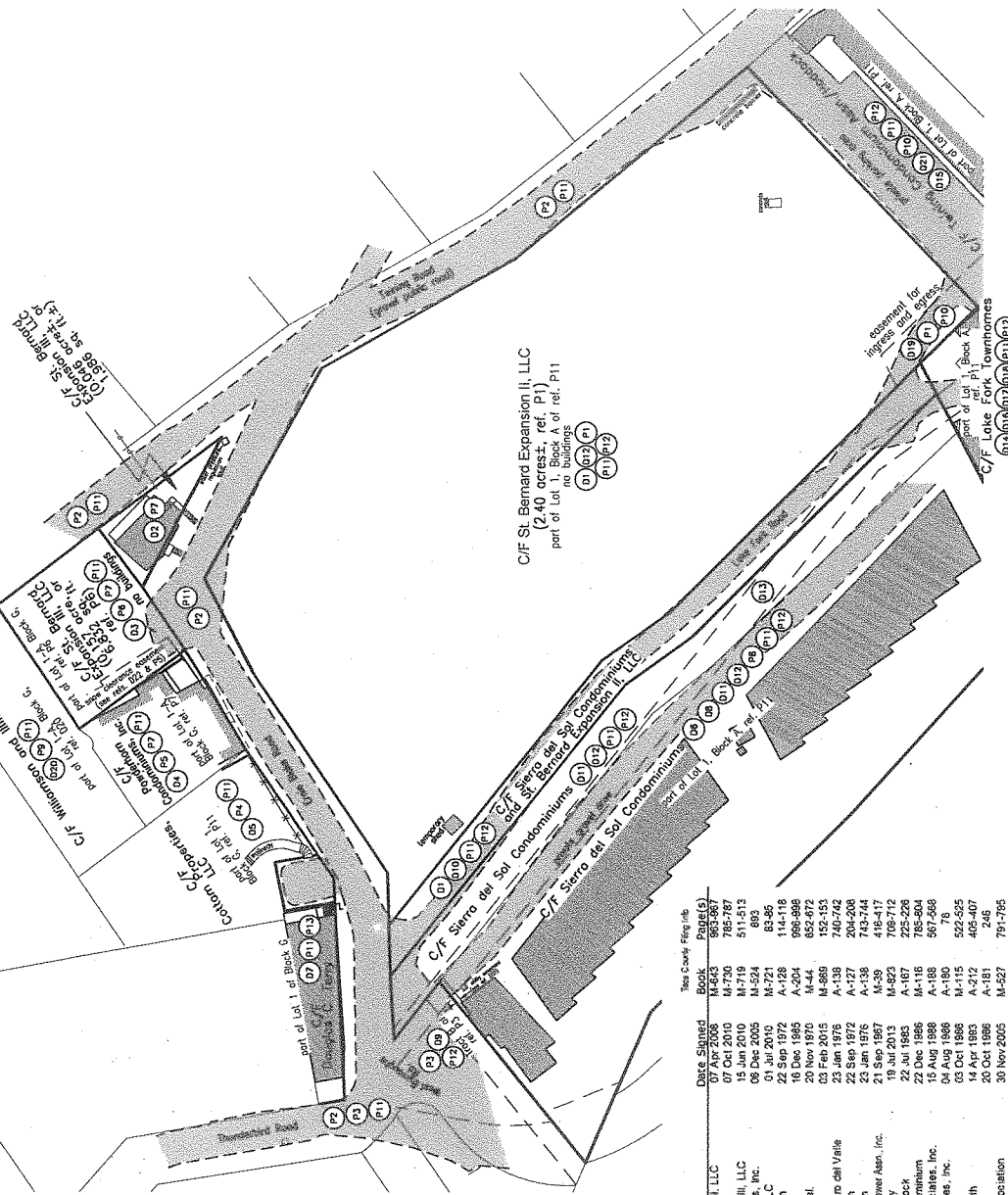
Page 30 Whitney Appraisal Report

Exhibit B-1

RIGHT OF WAY PHOTO



Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico



DOCUMENT REFERENCE

No.	Document Type	Grantor/Gantee	DATE SIGNED	BOOK	PAGE(S)
D1	Warranty Deed	Seven Summits Land Development, LLC to St. Bernard Expansion II, LLC	07 Apr 2008	M-643	853-867
D2	Warranty Deed	Tres Cedillos, LLC to St. Bernard Expansion II, LLC	07 Oct 2010	M-720	785-787
D3	Warranty Deed	Paul M. Hellich and Maureen W. Hellich to St. Bernard Expansion II, LLC	15 Jun 2010	M-719	511-513
D4	Special Warranty Deed	Powderhorn Management Corporation to Powderhorn Condominiums, Inc.	09 Dec 2005	M-524	893
D5	Warranty Deed	Judith Elm Naumburg Residence Trust to Cottam Properties, LLC	01 Jan 2010	M-721	83-85
D6	Warranty Deed	Realty Investors Corporation et al. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D7	Warranty Deed	Baron and Sons, Inc. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D8	Warranty Deed	Baron and Sons, Inc. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D9	Warranty Deed	Baron and Sons, Inc. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D10	Warranty Deed	Baron and Sons, Inc. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D11	Warranty Deed	Baron and Sons, Inc. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D12	Warranty Deed	Baron and Sons, Inc. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D13	Right-of-Way Easement	Realty Investors Corporation et al. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D14	Grant of Utility Easement	Realty Investors Corporation et al. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D15	Grant of Easement	Realty Investors Corporation et al. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D16	Declaration of Easement, etc.	Realty Investors Corporation et al. to Sierra del Sol Association	22 Sep 1972	A-128	114-118
D17	Quitclaim Deed	Lucy Anne and W. Warren Woods Revocable Trust to Lake Fork Associates, Inc.	15 Aug 1988	A-188	501-503
D18	Warranty Deed	Walter Warren Woods and Lucy Anne Woods to Lake Fork Associates, Inc.	04 Aug 1988	A-180	76
D19	Grant of Easement	Centro del Valle to Douglas M. Smith and Carolyn Hedcock	03 Oct 1988	M-115	522-525
D20	Warranty Deed	Hull Realty Ventures to Robert M. Smith and Carolyn Hedcock	14 Apr 1989	A-172	405-407
D21	Warranty Deed	Centro del Valle to Douglas M. Smith and Carolyn Hedcock	20 Oct 1988	A-181	248
D22	Easement Agreement	Paul Hellich and Maureen Hellich to Powderhorn Condominium Association	30 Nov 2005	M-527	797-795
D23	Easement Agreement	Sierra del Sol Association to All Carson Electric Company, Inc.	13 Oct 1997	M-21	347-351

PLAT REFERENCE

No.	Title	Surveyor	BOOK #	DATE	Amtd. Date	Cabinet	Page
P1	Seven Summits Land Development, LLC	Scott B. Crow	12441	23 Jun 2008	Nov 1993	E	104-5
P2	Amended Final Right-of-Way Map O.E. Patton Subdivision	Kim C. Stelzer	7482	28555	Aug 1993	C	153-B
P3	Taos Ski Valley, Inc. and Village of Taos Ski Valley	Robert A. Wall	11770	1906	20 Oct 2014	F	34-B
P4	Naumburg to Cottam	Scott B. Crow	12441	L2008 A	19 May 2010	E	183-B
P5	Powderhorn Condominium	Michael K. Noonan	6998	1-1859	28 Jun 2005	E	89-A
P6	Quintanilla	A.G. Stewart	11183	1048	12 Jun 2003	E	16-B
P7	Sierra del Sol Condominiums	Kim C. Stelzer	11183	655	20 Apr 1988	E	16-B
P8	Sierra del Sol Condominiums	James D. Crowl	5213	R2241	30 Mar 1983	C	140-B
P9	Sierra del Sol Condominiums	Lee Shields	5103	2387	08 Jun 1983	C	168-A
P10	Sierra del Sol Condominiums	J.A. Woods	2387	27 Nov 1975	12 Feb 1976	B	48-B
P11	Sierra del Sol Condominiums	Kim C. Stelzer	4359	21 Apr 1982	14 Mar 1983	C	8-A
P12	Sierra del Sol Condominiums	Kim C. Stelzer	4359	21 Apr 1982	14 Mar 1983	C	8-A
P13	Sierra del Sol Condominiums	Kim C. Stelzer	4359	21 Apr 1982	14 Mar 1983	C	8-A

Lot Line Adjustments and Consolidations
Sheet 2 of 4
Existing Lots and Rights of Way
(Prior to Proposed Conveyances)

RESUBDIVISION SURVEY
Current Owners: Village of Taos Ski Valley, Sierra del Sol Condominiums, and St. Bernard Expansion II and III, LLC
Projected Section 9, T. 27N, R. 14E, NMPM

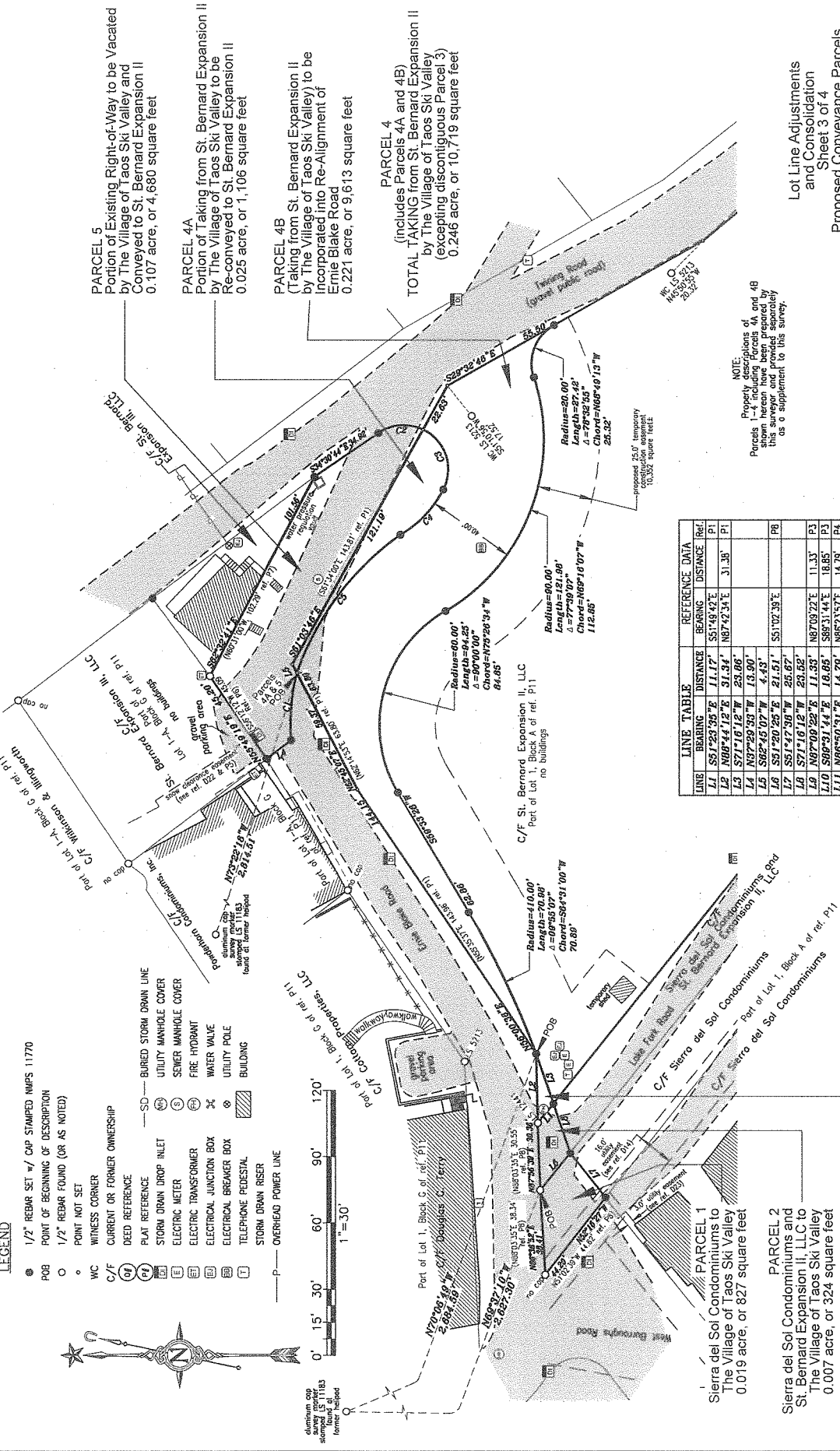
Survey plat prepared for:
Village of Taos Ski Valley, LLC
Sierra del Sol Condominiums, LLC
St. Bernard Expansion II & III, LLC
Ernie Blake Road Re-Alignment

Red Tail Surveying, Inc.
Complete Land Surveying and
Earth Information Services
301-A Hard Street
Taos, New Mexico 87571-6654
www.redtailsurveying.com

Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico

LEGEND

- 1/2" REBAR SET w/ CAP STAMPED NMPS 11770
- POINT OF BEGINNING OF DESCRIPTION
- 1/2" REBAR FOUND (OR AS NOTED)
- POINT NOT SET
- WC WITNESS CORNER
- C/F CURRENT OR FORMER OWNERSHIP
- DEED REFERENCE
- PLAT REFERENCE
- SD BURIED STORM DRAIN LINE
- UTILITY MANHOLE COVER
- SEWER MANHOLE COVER
- FIRE HYDRANT
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC JUNCTION BOX
- WATER VALVE
- ELECTRICAL BREAKER BOX
- UTILITY POLE
- TELEPHONE PESTERIAL
- BUILDING
- STORM DRAIN RISER
- OVERHEAD POWER LINE



NOTE:
Property descriptions of parcels 4A and 4B shown herein have been prepared by this surveyor and provided separately as a supplement to this survey.

LINE	BEARING	DISTANCE	REFERENCE DATA
L1	S51°23'55\"E	11.17'	S51°49'42\"E P1
L2	N88°44'12\"E	31.34'	N87°42'34\"E 31.35 P1
L3	S71°16'12\"W	23.06'	
L4	N37°29'53\"W	13.90'	
L5	S62°45'07\"W	6.43'	
L6	S51°20'25\"E	21.51'	S51°02'39\"E P8
L7	S51°47'58\"W	25.87'	
L8	S71°16'12\"W	23.58'	
L9	N87°09'22\"E	11.33'	N87°03'22\"E 11.33 P3
L10	S88°31'44\"E	18.65'	S88°31'44\"E 18.65 P3
L11	N86°50'31\"E	14.79'	N86°53'57\"E 14.79 P4

ARC	RADIUS	DELTA	LENGTH	BEARING	CHORD	DISTANCE
C1	100.00'	17°31'45\"	30.69'	N85°02'45\"W	30.47'	
C2	20.00'	80°23'11\"	21.08'	S04°19'08\"E	20.12'	
C3	20.00'	91°05'56\"	31.80'	S71°25'25\"W	28.55'	
C4	50.00'	32°35'03\"	28.44'	N46°44'05\"W	28.05'	
C5	100.00'	45°50'19\"	80.00'	N55°21'43\"W	77.89'	
C6	100.00'	65°22'04\"	110.60'	S62°07'36\"E	105.05'	
C7	20.00'	151°29'07\"	52.86'	S41°13'50\"W	38.77'	

BEARING BASE

Bearings of this survey are based on measured geodetic meridian of the National Geodetic Survey Online Position User Service (NAD83), and are indexed to geodetic north.

RESUBDIVISION SURVEY

Current owners: Village of Taos Ski Valley, Sierra del Sol Condominiums, and St. Bernard Expansion II and III, LLC
Projected Section 9, T.27N, R.14E, NMPM

Survey plan prepared for:

Village of Taos Ski Valley,
St. Bernard Expansion II & III, LLC,
Sierra del Sol Condominiums,
Ernie Blake Road Re-Alignment

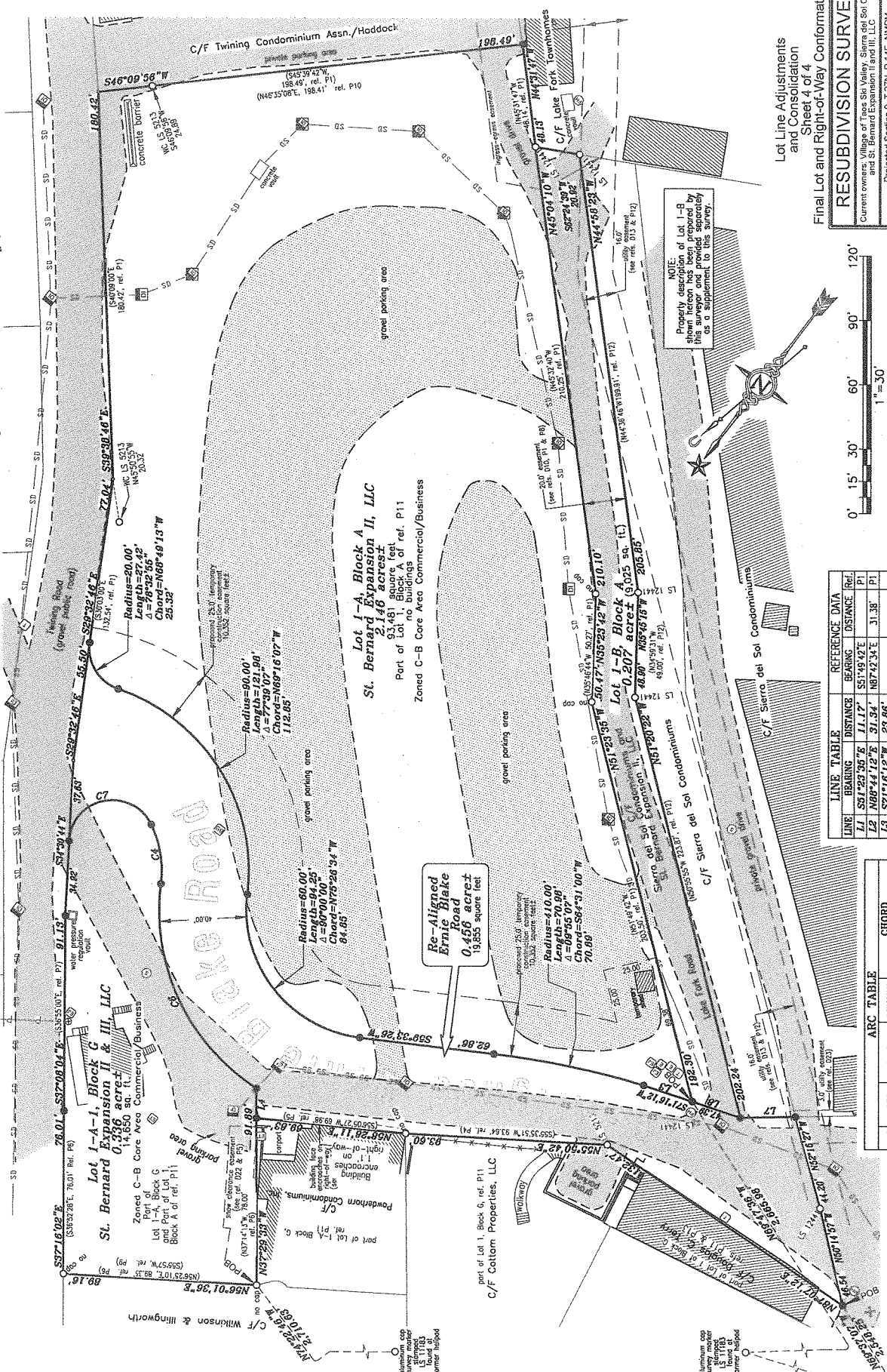
Red Tail Surveying, Inc.
Complete Land Surveying and
Earth Information Services
30-A Hyde Street
Taos, New Mexico 87571-4654
575.758.7441
www.redtailsurveying.com

Lot Line Adjustments
and Consolidation
Sheet 3 of 4
Proposed Conveyance Parcels

I, Robert A. Watt, a New Mexico Registered Professional Surveyor, certify that I conducted and am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, and that this survey and plat meet the Minimum Standards for Surveying in New Mexico. I certify that this is not a subdivision as defined in the New Mexico Subdivision Act.

Robert A. Watt, NMPS #11770
Date
8 January 2018

Within the Antoine Leroux Grant in the Village of Taos Ski Valley, Taos County, New Mexico



Final Lot Line Adjustments and Consolidation
Sheet 4 of 4
RESUBDIVISION SURVEY

Current owners: Village of Taos Ski Valley, Sierra del Sol Condominiums, and St. Bernard Expansion II and III, LLC
Projected Section 9, T.27N, R.14E, NMPM

Survey prepared for:
Village of Taos Ski Valley, LLC
St. Bernard Expansion II & III, LLC
Sierra del Sol Condominiums
Emile Blake Road Re-Alignment

Red Tail Surveying, Inc.
Complete Land Surveying and Earth Information Services
301-A Hobbs Street
Taos, New Mexico 87571-6654
www.redtailsurveying.com

Date: 08 Jan 2018 Scale: 1"=30' Job no: 2218
Draftsman: JMWcl Proof: Robert A. Watt

LINE	BEARING	DISTANCE	BEARING	DISTANCE	REF.
L1	S81°22'55"E	11.17'	S51°49'42"E	P1	
L2	N88°44'12"E	31.34'	N87°42'34"E	P1	
L3	S71°16'12"W	23.66'			
L4	N37°25'33"W	4.43'			
L5	S82°45'07"W	21.51'	S51°02'39"E	P6	
L6	S91°20'25"E	25.67'			
L7	S91°47'58"W	23.52'			
L8	S71°16'12"W	11.33'	N87°09'22"E	P3	
L9	N87°09'22"E	18.65'	S89°31'44"E	P3	
L10	S89°31'44"E	14.79'	N86°23'57"E	P4	
L11	N86°50'31"E	14.79'	N86°23'57"E	P4	

ARC	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	100.00'	17°31'45"	30.59'	N85°02'45"W	30.47'
C2	20.00'	60°23'11"	21.08'	S94°19'08"E	20.12'
C3	20.00'	91°05'56"	31.90'	S71°25'25"W	28.55'
C4	50.00'	35°35'03"	28.44'	N46°44'05"E	28.05'
C5	100.00'	45°45'19"	80.00'	N53°21'43"W	77.89'
C6	100.00'	65°22'04"	110.60'	S82°07'36"E	105.05'
C7	20.00'	151°29'07"	52.88'	S41°13'50"W	38.77'

NOTE:
Property description of Lot 1-B shown hereon has been prepared by Red Tail Surveying, Inc. and is intended as a supplement to this survey.

TAOS, NEW MEXICO - EIGHTH DISTRICT PROJECT 2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-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EXHIBIT C-1

Temporary Easement Agreement for the TCP Area Easement

TEMPORARY TCP EASEMENT AGREEMENT

THIS TEMPORARY TCP EASEMENT AGREEMENT (this "TCP Easement Agreement") is made as of the ____ day of _____, 2018 (the "Closing Date" [as defined in the EBR Realignment Agreement]) by and between St. Bernard Expansion II LLC, a New Mexico limited liability company, (the "Grantor") and The Village of Taos Ski Valley, a municipal corporation, ("Grantee"). Grantor and Grantee may collectively be referred to herein as the "Parties", and each of the Parties individually may be referred to herein as a "Party".

RECITALS

A. Grantor is the owner of Tract 1-A, Block A, an approximate 2.146 acres parcel within the Village of Taos Ski Valley, Taos County, New Mexico, (the "Grantor Property") as shown and described on Sheet 4 of that certain Lot Line Adjustment and Consolidation Survey dated _____, 2018; prepared by Red Tail Surveying, Inc., Job No. 2218, recorded in _____ of the records of Taos County New Mexico (the "LLA/Consolidation Survey").

B. Grantor and Grantee have entered into that certain Agreement in Lieu of Condemnation for Realignment of Ernie Blake Road effective as of _____, 2018 (the "EBR Realignment Agreement"), under which the Parties have exchanged certain parcels of real property to help accomplish the realignment by Grantee of the Ernie Blake Road right-of-way.

C. Pursuant to and in furtherance of the EBR Realignment Agreement, Grantor has agreed to grant Grantee a temporary easement upon a portion of the Grantor Property, upon the terms and conditions set forth herein. Such portion of the Grantor Property is shown and described as "proposed 25.0' temporary construction easement 10,352 square feet" on Sheets 3 and 4 of the LLA/Consolidation Survey (the "TCP Easement Area").

D. Grantee desires to temporarily use the TCP Easement Area for the uses hereinafter described.

AGREEMENT

NOW THEREFORE, in consideration of the EBR Realignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor hereby agree as follows:

1. **Grant of Easement; Use of Easement.** Grantor hereby grants Grantee a temporary, nonexclusive easement on, under, over and across the TCP Easement Area for overlap construction activities, including construction staging involving the storage and parking of construction materials, equipment, machinery, and vehicles, but excluding the repair, servicing, or refueling of equipment, machinery or vehicles, in connection with the Ernie Blake Road right-of-way realignment project (the "Realignment Project") contemplated under the EBR Realignment Agreement (the "Temporary TCP Easement").

The Temporary TCP Easement shall be for the benefit of Grantee, its agents, employees, consultants, and contractors and their respective subcontractors at every tier, and all others providing services in connection with the construction of the Realignment Project.

2. **Title.** No legal title or leasehold in the TCP Easement Area other than the Temporary TCP Easement granted by this TCP Easement Agreement, shall be deemed or construed to have been created or vested in Grantee by anything contained in this TCP Easement Agreement.

3. **No Representation/Warranty.** Review, approval and/or inspection by Grantor of any plans and specifications, work, or other materials submitted by Grantee or performed by Grantee, its contractors and/or subcontractors, in connection with this TCP Easement Agreement, shall not constitute any representation, warranty or guaranty by Grantor to the Grantee, its contractors and/or subcontractors, or to any other person or firm as to the substance or quality of the matter reviewed, approved or inspected. Grantor makes no representation or warranty, express or implied, in fact or in law, as to (a) the title to the TCP Easement Area, (b) any encumbrances, restrictions and conditions which may affect the TCP Easement Area, (c) the nature, condition or usability of the TCP Easement Area, including but not limited to the suitability of the TCP Easement Area for Grantee's use, (d) the zoning of the TCP Easement Area, or (e) the compliance of the TCP Easement Area with all applicable present and future federal, state, county, municipal and local laws, statutes, ordinances, codes, rules, regulations, orders and requirements (collectively, "Applicable Laws"). Grantee is relying on its own independent inspection of the TCP Easement Area in its acceptance of the Temporary TCP Easement and its exercise of the rights granted under this TCP Easement Agreement. GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS, MERCHANTABILITY, AND SUITABILITY FOR INTENDED PURPOSE.

4. **Repair of Damage.** If the TCP Easement Area or Grantor's Property encompassing the TCP Easement Area, or any part thereof, including but not limited to improvements on Grantor's Property, is damaged or destroyed as a result of Grantee's exercise of its easement rights granted hereunder or construction activities in connection with the Realignment Project, Grantee shall repair or restore the damaged property to substantially the condition that existed immediately prior to such damage and shall pay all costs and expenses associated therewith.

5. **Liens; Encumbrances.** Grantee shall keep the TCP Easement Area and/or the real property affected by such Temporary TCP Easement, including the Grantor Property, free and clear of all liens, claims and encumbrances resulting or arising from rights given to Grantee under this TCP Easement Agreement, any work or act performed by, or materials furnished by, Grantee, its agents, employees, consultants, suppliers, and contractors and their respective subcontractors at every tier, and all others providing services or materials in connection with the construction of the Realignment Project, or any party claiming by, through or under Grantee, or any party under Grantee's direction or in privity of contract with Grantee. Grantee shall provide to Grantor written notice, at least five (5) business days before the commencement of construction activities under the Realignment Project, of such construction commencement, so that Grantor can

post Notice of Non-Responsibility within the TCP Easement Area, pursuant to NMSA 1978, Section 48-2-11.

6. **Term of Easement.** The Temporary TCP Easement shall terminate on the first to occur of (i) the date that the Realignment Project is substantially complete pursuant to Paragraph 8 below; or (ii) on the second anniversary of the Closing Date.

7. **Maintenance and Responsibility.** Grantee shall solely be responsible to maintain and repair the TCP Easement Area at Grantee's sole expense, in a good and safe condition. Grantee shall be solely responsible for all damage or injuries to persons or property, both real and personal, arising from the use of the TCP Easement Area for all uses of the TCP Easement Area described herein.

8. **Completion of Project.** The Realignment Project shall be conclusively deemed "substantially complete" upon the commencement of use of the realigned Ernie Blake Road right-of-way for public vehicular traffic, notwithstanding that all components of the Realignment Project, including road surface paving, have not then been completed.

9. **Annual Fee.** The first year's TCP Easement Fee in the amount of \$51,760.00, for the annual period from the Closing Date to the first anniversary of the Closing Date (the "TCP Easement First Annual Period"), shall be payable in full by VTSV to SBE2 on the Closing Date, which amount shall be non-refundable in the event the EBR Realignment Use Commencement (at which time the TCP Area Easement ends) occurs prior to the end to the TCP Easement First Annual Period. Grantee shall pay a fee in the amount of \$51,760.00 for use of any portion of the TCP Easement Area during the one (1) year period after the Closing Date (the "First Year Fee"). The First Year Fee shall be payable in full by Grantee to Grantor on the Closing Date. The First Year Fee shall be non-refundable in the event the Realignment Project is substantially complete prior to the first anniversary of the Closing Date. In the event the Grantee requires use of all or part of the TCP Easement Area after the one (1) year period after the Closing Date, Grantee shall pay to Grantor a fee in the amount of \$51,760.00 (the "Second Year Fee") for use of any portion of the TCP Easement Area during the annual period from the first anniversary of the Closing Date to the second anniversary of the Closing Date. The Second Year Fee shall be payable in full by Grantee to Grantor on the first anniversary of the Closing Date. The Second Year Fee shall be non-refundable in the event the Realignment Project is substantially complete prior to the second anniversary of the Closing Date.

10. **Compliance with Laws.** Grantee, and those conducting activities on or about the TCP Easement Area or in connection with the Realignment Project by or on behalf of Grantee, including Grantee's agents, employees, consultants, suppliers, and contractors and their respective subcontractors at every tier, and all others providing services or materials in connection with the construction of the Realignment Project (the "Grantee Responsible Parties") shall comply with all Applicable Laws that apply to the Realignment Project or the TCP Easement Area.

11. **Hazardous Materials.** Grantee and the Grantee Responsible Parties shall refrain from storing or discharging any hazardous wastes or toxic substances as defined

in 42 U.S.C. Section 9601-9657 or in any other applicable, federal, state, or local law, statute, rule, regulation, ordinance or code, on or about the TCP Easement Area or any other portion of Grantor's Property. Grantee and the Grantee Responsible Parties will not use the TCP Easement Area at any time in such a manner as to cause a violation of or to give rise to a removal, restoration or other remedial obligation under any statute, rule, regulation, ordinance, order, judgment, decree, requirement or common law of any federal, state, local or other governmental entity having jurisdiction over the TCP Easement Area or any other portion of the Grantor's Property, including, without limitation, the Resource, Conservation and Recovery Act of 1980, 42 U.S.C. 6901, et seq., and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. (collectively, "Environmental Laws"). Grantee and the Grantee Responsible Parties shall promptly provide written notice (1) of any potential, threatened or any known release of any dangerous and/or hazardous waste, material, element or substance on or about the TCP Easement Area, (2) of any adverse environmental condition on or about the TCP Easement Area, (3) of any violation of any Environmental Laws affecting the TCP Easement Area, and (4) upon Grantee's receipt of any such notice from any governmental authority. In the event of any discharges, spillage, contamination, or other mishandling of a hazardous substance on or about the TCP Easement Area during the term of the Temporary TCP Easement and any extensions thereof, Grantee shall notify, or cause the Grantee Responsible Parties to notify, Grantor and reimburse, or cause the Grantee Responsible Parties to reimburse, Grantor for the cost of remediating the same in accordance with all applicable Environmental Laws. This provisions shall survive the termination of the Temporary TCP Easement.

12. **Insurance.** As a condition to the exercise of the easement rights granted herein, Grantee shall cause all contractor(s) entering onto the TCP Easement Area to maintain, the following insurance and provide Grantor with current certificates of insurance together with copies of insurance policies and required endorsements evidencing the required insurance coverages.

<u>Type of insurance</u>	<u>Limits of liability</u>
A. Commercial General Liability Insurance	\$2,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate, (to be maintained for at least three (3) years after completion of all activities and work in the TCP Easement Area)
B. Automobile Liability Insurance	\$1,000,000 combined single limit (each accident)
C. Workers' Comp & Employers Liability Insurance	Workers' Comp - Statutory Limits \$1,000,000 Employer's Liability

D. Commercial Property Insurance Commercial Property Insurance covering all personal property that may be located on the TCP Easement Area, at full replacement value

12.1 The Commercial General Liability Insurance coverage shall be on form ISO GC 00 01 04 13, or equivalent approved by Grantor. Grantee shall cause St. Bernard Expansion II LLC and its affiliates, and their respective officers, directors, shareholders, employees, members, affiliates, successors and assigns ("Grantor Parties") to be named as additional insureds under such commercial general liability insurance as to both on-going operations and completed operations using endorsements ISO CG 20 10 04 13 (ongoing operations) and ISO CG 20 37 04 14 (completed operations), or equivalent endorsements approved by Grantor. Grantee shall not suffer or permit contractors to enter onto the TCP Easement Areas unless the required insurance is in place and current certificates of insurance and copies of policies, with required endorsements, have been provided to Grantor.

12.2 All of contractor's insurance policies must contain a provision that prohibits cancellation or modification of the policy except upon thirty (30) days' prior written notice to Grantor (10 days for non-payment of premiums). If a contractor fails to maintain the required insurance, Grantor may, but shall not be obligated to, maintain the insurance at Grantee's expense.

13. **Indemnity.** Grantee shall cause the contracts with the contractors entering into the TCP Easement Area to contain the following provisions: "To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless St. Bernard Expansion II LLC, and its affiliates, and their respective officers, directors, shareholders, employees, members, affiliates, successors and assigns (collectively "Indemnitees") from and against all damages, injuries, claims, demands, lawsuits, causes of action, penalties, fines, administrative law actions and orders, costs and expenses (including, but not limited to, reasonable attorneys' fees) of every kind and character (collectively, "Claims") arising out of Contractor's entry onto the TCP Easement Area or any activity, work, or thing done, permitted, or suffered by Contractor on or about the TCP Easement Area, except to the extent such Claims are caused by the sole negligence or willful misconduct of an Indemnitee. This provision shall survive the expiration or termination of the Temporary TCP Easement".

14. **Miscellaneous.**

14.1 This TCP Easement Agreement, and the covenants, rights and obligations set forth herein, shall run with the land, and shall be binding upon and inure to the benefit of Grantor and Grantee, and any and all person(s) or entities acquiring, holding or owning an interest in or to the Grantor Property and the Re-Aligned Ernie Blake Road, as shown and described on Sheet 4 of the LLA/Consolidation Survey, and their respective successors and assigns.

14.2 Grantor reserves unto itself, its successors in title and assigns the right to use the TCP Easement Area for any and all purposes, including Grantor's