

PLEASE READ THIS DISCLOSURE
STATEMENT BEFORE YOU SIGN ANY DOCUMENTS OR AGREE
TO ANYTHING

DISCLOSURE STATEMENT

THIS DISCLOSURE STATEMENT IS INTENDED TO PROVIDE YOU WITH ENOUGH INFORMATION TO PERMIT YOU TO MAKE AN INFORMED DECISION ON THE PURCHASE OR LEASE OF PROPERTY DESCRIBED IN THIS STATEMENT. YOU SHOULD READ CAREFULLY ALL OF THE INFORMATION CONTAINED IN THIS STATEMENT BEFORE YOU DECIDE TO BUY OR LEASE THE DESCRIBED PROPERTY. YOU SHOULD BE AWARE OF THE FACT THAT VARIOUS STATE AGENCIES HAVE ISSUED OPINIONS ON BOTH THE SUBDIVISION PROPOSAL AND WHAT IS SAID IN THIS DISCLOSURE STATEMENT ABOUT THE PROPOSAL. THESE OPINIONS, WHETHER FAVORABLE OR UNFAVORABLE, ARE CONTAINED IN THIS DISCLOSURE STATEMENT AND SHOULD BE READ CAREFULLY.

THE BOARD OF COUNTY COMMISSIONERS HAS EXAMINED THIS DISCLOSURE STATEMENT TO DETERMINE WHETHER THE SUBDIVIDER CAN SATISFY WHAT HE HAS SAID IN THIS DISCLOSURE STATEMENT. HOWEVER, THE BOARD OF COUNTY COMMISSIONERS DOES NOT VOUCH FOR THE ACCURACY OF WHAT IS SAID IN THIS DISCLOSURE STATEMENT. FURTHER, THIS DISCLOSURE STATEMENT IS NOT A RECOMMENDATION OR ENDORSEMENT OF THE SUBDIVISION BY EITHER THE COUNTY OR THE STATE. IT IS INFORMATIVE ONLY.

FINALLY, THE BOARD OF COUNTY COMMISSIONERS RECOMMENDS THAT YOU SEE THE PROPERTY BEFORE BUYING OR LEASING IT. HOWEVER, NEW MEXICO LAW PROVIDES THAT IF YOU DO NOT SEE THE PROPERTY PRIOR TO PURCHASING OR LEASING IT, YOU HAVE SIX MONTHS FROM THE TIME OF PURCHASE OR LEASE TO INSPECT THE PROPERTY. UPON INSPECTING THE PROPERTY, YOU HAVE THREE DAYS FROM THE DATE OF INSPECTION TO RESCIND THE TRANSACTION AND RECEIVE ALL OF YOUR MONEY BACK FROM THE SUBDIVIDER. YOU MUST GIVE THE SUBDIVIDER NOTICE IN WRITING OF YOUR INTENT TO RESCIND WITHIN THREE DAYS OF YOUR INSPECTION OF THE PROPERTY.

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1. NAME OF SUBDIVISION

The Ranch

2. NAME AND ADDRESS OF SUBDIVIDER

The Ranch, A Partnership
P. O. Box 708
Cloudfcroft, NM 88317

3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES OR LEASING IN NEW MEXICO

G. Robert Moser
P. O. Box 708
Cloudfcroft, NM 88317

4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED

Present	Anticipated
311.446 acres	311.446 acres
70 parcels	79 parcels

5. SIZE OF LARGEST PARCEL OFFERED FOR SALE OR LEASE WITHIN THE SUBDIVISION

8.492 acres

6. SIZE OF SMALLEST PARCEL OFFERED FOR SALE OR LEASE WITHIN THE SUBDIVISION

2.0 Acres

7. PROPOSED RANGE OF SELLING OR LEASING PRICES

Lowest amount: \$5000.00/acre Size of parcel: 8.492 acres
Highest amount: \$12500.00/acre Size of parcel: 2.0 acres

8. FINANCING TERMS

The Ranch has arranged for all prospective purchasers to be able to borrow the funds from Otero Savings and Loan, Alamogordo, NM, for purchase of parcels in the subdivision. For buyers who qualify, parcels can be purchased with the following terms:

On parcels less than 10 acres:
15% down payment
Balance carried for 15 years, monthly payments
Variable interest rate

On parcels greater than 10 acres:
20% down payment
Balance carried for 15 years, monthly payments
Variable interest rate

*Interest rate at this time is 9.75%

(interest)

Otero Savings and Loan - Variable Rate, determined by market rates. Rate as of 6/25/86 is 9.75%.

(time price differential)

(Total Cost - Down Payment) X Simple Interest X Years of Contract

(amount paid as a discount)

None

(service charges)

None

(premium for credit life or other insurance if it is a condition for giving credit)

None

(closing costs)

Seller to provide title insurance

Closing costs to be split evenly between seller and buyer

any other information required by the Truth in Lending Act if not set forth above

There will be a one time \$50.00 charge to purchaser for a credit report for credit qualification. This credit check is required by Otero Savings and Loan.

9. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE

The Ranch, A Partnership

General Partners: E. Robert Moser, Edna Carol Moser, Kenneth E. Rodden

10. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE

The Ranch, A Partnership

General Partners: E. Robert Moser, Edna Carol Moser, Kenneth E. Rodden

11. CONDITION OF

Statement of condition of title

Title is insured

number of mortgages

One

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(name of each mortgage)

Otero Savings and Loan, Alamogordo, NM.

(balance owing on each mortgage)

\$520,000.00

(summary of release provisions in each mortgage)

Cash sales - \$1000.00 per acre release payments

(number of all real estate contracts on the subdivided land for which the subdivider is making payments as a purchaser)

None

(name of each person holding a real estate contract as owner of the subdivided land for which the subdivider is making payments as a purchaser)

None

(statement of any other encumbrances on the land)

None

(statement of any other conditions relevant to the state of the title)

None

12. STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD SUBJECTING THE SUBDIVIDED LAND TO ANY UNUSUAL CONDITIONS AFFECTING THE USE OR OCCUPANCY

See attached copy of Restrictive Covenants

13. ESCROW AGENT

None

(statement about whether or not the subdivider has any interest or financial ties with the escrow agent)

None

14. UTILITIES

Telephone service is available at the subdivided land. Telephone service is provided by the Alamogordo Telephone Company. All arrangements for telephone service will be between the individual owner and the telephone utility company. Basic installation costs as of August 1980 are \$110.31 per line. Each additional wire costs \$40.00. Provisions for telephone lines does not well on the land.

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Electricity: Otero County Electric Coop., Inc. Due to instability in the energy market, installation rates and monthly charges for kilowatt consumption are subject to variation. Monthly charges will vary according to size of house, number of appliances, and heat loss rate. Supplier should be contacted regarding current hook-up costs and estimated fees pertaining to proposed dwelling. As of August 1986 original fees will run from \$298.00 with a \$10.00 monthly minimum to \$30.00 with a \$10.00 monthly minimum, depending on the distance of the dwelling from main electrical trunk lines.

Gas: Gas services will not be provided. Each lot owner will have to make arrangements. Rates and charges will vary due to energy markets and individual housing. Contact supplier for further information. As of August 1986 a 250 gallon tank costs \$505.00 and a 500 gallon tank costs \$600.00

Water: Water will not be furnished. Each lot owner will furnish their own individual water wells. Costs are basically about \$1000.00, depending on depth actually required, type of casing, size of pump, and type of pressure system. Estimated cost for a completed 375 foot well can be expected to be about \$6800.00, based on 1986 prices. Local well drillers should be contacted for cost estimation.

Sewer: An individual lot owner will furnish their own private waste disposal systems. Costs are basically in the \$1000.00 range, based on slopes and soil conditions. Local contractors should be contacted for cost estimation. As of August 1986 a 400 gallon and EID approved septic tank with riser lines will cost \$1100.00. If any kind of pump is necessary, that will cost extra.

15. INSTALLATION OF UTILITIES

Water: None furnished to the developer

Electric: The responsibility of developer's cost, with delivery meter for the property line, at the point of developer's choice, within one year of date of conveyance on a given parcel.

Gas: None furnished to the developer

Sanitary Sewer: None furnished to the developer

Storm Sewer: None furnished to the developer

Telephone: None furnished to the developer

Each parcel owner will be provided to each parcel, conditions. No telephone service will be provided.

Each parcel owner will be provided to each parcel, conditions.

None

(the following utilities will be located overhead.)

Electric

17. WATER USE

The subdivider will provide no water and will impose no limit on water use. The State Engineer will grant a domestic well permit under Section 72-12-1 (NMSA) for household or other domestic purposes and for the irrigation of not more than one acre of noncommercial trees, lawn, or garden. The permit will limit the water diversion to three acre-feet per annum. Contact the State Engineer's office in Roswell, NM for details.

18. AMOUNT OF WATER

N/A

19. WATER DELIVERY

N/A

20. WATER SYSTEM EXTENSION

N/A

21. LIFE EXPECTANCY OF THE WATER SUPPLY

Life expectancy of a properly drilled well would be more than forty years. The life of any particular well cannot be accurately predicted, nor does this statement constitute a guarantee of water.

22. WELLS

Note: Prospective owners must provide their own wells. Purchasers shall have the right, but not the obligation, to cause developer to have a well drilled on purchaser's parcel, at purchaser's sole cost and expense.

Information from the State Engineer's Office indicates the minimum depth of water may be as little as 100 feet to a maximum of 300 feet. Estimated average depth is 275 feet. The recommended well depth is 70 - 100 feet below static water level.

For domestic purposes, a 3-hp pump set approximately 40 feet below the static water level should provide sufficient water for a single family dwelling. The estimated yields of wells completed to recommended total depth is in excess of 10 gpm.

The geology consists of sandstone, limestone, shale, siltstone, and shale in the upper part, and limestone, gypsum, and dolomite in the lower part.

23. SURFACE WATER

N/A

24. STATE ENGINEER'S OPINION ON WATER

It is the opinion of the State Engineer that the subdivider's water proposals and disclosure statement conform with County Subdivision Regulations.

25. WATER QUALITY

According to two water sample results submitted with this statement, the water in the area exceeds only the hardness standards for Otero County. Hardness will not be treated. Parcel owners may wish to install water softeners to treat hardness.

26. ENVIRONMENTAL IMPROVEMENT DIVISION'S OPINION ON WATER QUALITY

It is the opinion of the Environmental Improvement Division that the subdivider meets the requirements of disclosing those water quality parameters that exceed Otero County Subdivision Regulations. These parameters are similar to various other water systems in Otero County.

27. LIQUID WASTE DISPOSAL

The developer will furnish no liquid waste disposal facilities. Individual lot owners will be responsible for providing an EID approved liquid waste disposal system.

28. ENVIRONMENTAL IMPROVEMENT DIVISION'S OPINION ON LIQUID WASTE DISPOSAL

It is the opinion of the Environmental Improvement Division that the subdivider can fulfill his liquid waste proposal.

29. SOLID WASTE DISPOSAL

Each lot owner will be responsible for his own solid waste disposal at an approved disposal site. A county operated sanitary landfill is located approximately 4 miles south of Nashville, NM, in Curtis Canyon. The subdivider has received confirmation from the collectors, a local refuse removal firm, that they will remove solid waste.

30. ENVIRONMENTAL IMPROVEMENT DIVISION'S OPINION ON SOLID WASTE DISPOSAL

It is the opinion of the Environmental Improvement Division that the subdivider can fulfill his solid waste disposal proposal.

31. TERRACE WATER SYSTEM

The Terrace Water System is a public utility system located in the Otero County Subdivision Regulations.

32. NASHVILLE WATER SYSTEM

It is the opinion of the Otero County Soil and Water Conservation District that the subdivider's proposal is in compliance with Otero County subdivision regulations.

SUBDIVISION ACCESS

(name of nearest town to subdivision)

Cloudcroft, NM

(distance from town to subdivision)

5.3 miles

(name of highway or state road over which distance is computed)

US Highway 82

(if access to subdivision is available by conventional vehicle, please state that fact here. If it is not, please state that fact here)

Access to the subdivision is available by conventional vehicle.

(if the property is ordinarily accessible in all seasons and under all weather conditions, please state so. If it is not, please state that fact also.)

The property is ordinarily accessible in all seasons, and under most weather conditions, excepting heavy snowfall.

34. STATE HIGHWAY DEPARTMENT'S OPINION ON ACCESS

The State Highway Department has approved subdivision access.

35. DEVELOPMENT

No homes, recreation structures, or other community improvements not otherwise set forth in this disclosure statement are planned.

36. MAINTENANCE

(state the owner's maintenance and construction responsibilities)

The roads in the subdivision will remain private. Subdivider will maintain all roads until 75% of the subdivision is sold. After that time road maintenance will be turned over to a landowners association.

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THE RANCH

LIST OF STREET NAMES

1. YOUNG CANYON ROAD
2. ELY LANE
3. LEE CIRCLE
4. TURKEY SPRINGS ROAD
5. BULL ELK RUN
6. BEAR FLAT DRIVE
7. RAWLINS RIDGE ROAD

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RESTRICTIVE COVENANTS

WHEREAS, The Ranch, a partnership consisting of George Robert Moser and Edna Carol Moser, his wife, Kenneth Rodgers a married man and Phillip Rice, a single man, is the owner of the following described real estate in Otero County, New Mexico to wit:

A tract of land described on Exhibit "A" which exhibit is attached hereto and incorporated herein as if set forth in full, commonly designated as "The Ranch"; and

WHEREAS, said owner named above desires to place certain restrictions in regard to the buildings and improvements thereon and other matters as hereinafter set out upon and against all property in the subdivilision as shown in Exhibit "A" attached hereto.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT: The above-named owner hereby declares and agrees with all future purchasers of lots or building sites in the above-named "The Ranch" that the following restrictions apply to all lots or buildings and all conveyances of any lot or lots in the above-named subdivision shall be subject to certain restrictions as follows:

- A. All lots in The Ranch shall be for residential purposes only. No structure shall be erected other than single-family dwellings and reasonable structures to accommodate such dwelling shall be allowed such as storage buildings, pump house, corrals and detached garages.
- B. No structure shall be erected or permitted to remain on any lot nearer than thirty (30) feet to adjacent lot lines or easements. For the purpose of these covenants, eaves, steps and open porches shall be considered as part of the building.
- C. No dwelling shall be permitted on any lot having a ground floor square foot area less than eight hundred (800) square feet of heated living space, excluding porches and garages. No dwelling after completion shall

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have a fair market value of less than \$32,000.00, exclusive of land value; provided, however, that said value shall be escalated annually beginning in 1987 based upon the Consumer Price Index of the U.S. Department of Labor --- average, all cities --- using 1985 as the base index.

D. No trailer, mobile home, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, temporary or permanent, nor shall any residence of a temporary character be erected or permitted to remain, excluding temporary buildings or trailers used during the course of construction. Construction, once commenced, must be completed within one year, and all temporary buildings removed within that one year.

E. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

The intent herein includes, but is not limited to, the harboring of any specie(s) of animal or animals in a manner which is offensive to other lot owners through unreasonable noise, vision, snell, damage or annoyance to other lot owners or their property.

No more than one large animal (defined as horse, cow, bull, sheep, goat, swine or similar large animal) per two acres shall be allowed. Such animal shall be fenced to prohibit the animal from being within 30 feet to adjacent lot lines or easements.

F. All systems, facilities and methods for the handling and disposal of refuse and garbage shall be in compliance with state and county health codes and regulations.

G. All chimneys, flues or other vents used in conjunction with open fire heating such as fireplaces, shall be equipped with spark arresters and comply with state building codes.

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H. The burning of brush, trash or other material must be in compliance with the fire regulations of the Lincoln National Forest.

I. The natural terrain and trees are to remain unmolested except where required for construction and access to the property and dwelling. Live trees having a diameter of six inches or more may not be removed except where required for construction and access.

Notwithstanding the above, the owner, until September 1987, shall be permitted to cut, trim or remove such natural terrain, trees or shrubbery as may be required for fire protection and development of easements, roads and improvements related thereto on any portion of the land described on Exhibit "A" that has not been sold.

J. No commercial activity shall be conducted on any lot other than occupations or professions conducted by a member or members of a family residing upon the premises wherein such activities are not a nuisance or annoyance to the neighborhood and provided that no electrical or mechanical equipment, machinery and materials are used in a manner to create a nuisance or disturbance to the neighborhood.

K. Butane tanks and water storage tanks must conform to state and/or county codes and must be discreetly located to minimize or preclude their intrusive characteristics upon the view of other property owners.

L. There shall be no hunting or trapping of any species or class of wildlife indigenous to, or migrating through, the area.

M. No tract shall be divided in parcels of less than two (2) acres in size.

N. No lot owner shall maintain or keep on the premises more than four four-wheel motor vehicles on the premises which are not garaged, and no inoperable equipment or motor vehicle may be kept on said premises unless said motor vehicle or equipment is garaged and out of sight.

No signs whatsoever which are visible from neighboring property subdivision roads shall be erected or maintained on any lot except:

- (1) signs as may be required by legal proceedings;
- (2) during the time of construction of any residence or other improvement, one job identification sign not larger than three square feet;
- (3) not more than one "For Sale" sign which shall not be larger than three square feet; and
- (4) one name and address sign which shall not be larger than three square feet.

The covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for the property owners, their successors or assigns, in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation, including reasonable attorney fees for bringing such action.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

After May 1, 1988, these restrictive covenants may be altered, amended or repealed by a seventy-five percent (75%) vote of the owners of a fee or the equitable title, when purchased under a contract, with each owner being entitled to one (1) vote per two (2) acres of land owned. No vote for fractional interest shall accrue. For example, if an owner has 5.5 acres, that owner has two (2) votes. For the purpose of determining ownership, such ownership will be deemed to have vested upon delivery of a duly

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executed deed or contract to the grantee or vendee. The legal title retained by vendor selling on a contract shall not qualify such vendor as an owner. When more than one person holds such ownership in a parcel, the vote for such parcel shall be exercised as they may among themselves determine, but in no event shall more than one (1) vote per two (2) acre be cast.

IN WITNESS WHEREOF, the said owner has caused this instrument to be executed this 20th day of MAY, 1985.

THE RANCH

By:

George Robert Moser
GEORGE ROBERT MOSER

Edna Carol Moser
EDNA CAROL MOSER

Kenneth Rodgers
KENNETH RODGERS

Phillip Rice
PHILLIP RICE

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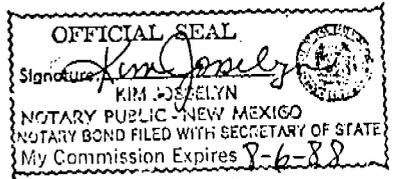
STATE OF NEW MEXICO
COUNTY OF OTERO

), SS:

The foregoing Restrictive Covenants were acknowledged before me
this 20 day of May, 1985, by George Robert Moser
and Edna Carol Moser, his wife, Kenneth Rodgers, a married man, and
Phillip Rice, a single man, for and on behalf of The Ranch, a partnership.

Kim Jemelyn
Notary Public

My Comm. Expires: 8-6-88



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THE RANCH

BEING A SUBDIVISION OF PART
OF SECTION 2

T 16 S R 12 E NMPM

OTERO COUNTY, NEW MEXICO

JANUARY 1985

311.446 ACRES

DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 2 TOWNSHIP 16 SOUTH, RANGE 12 EAST, NMPM, OTERO COUNTY, NEW MEXICO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 2, T 16 S, R 12 E, NMPM; THENCE N $00^{\circ} 43' 22''$ E A DISTANCE OF 1359.54 FEET; THENCE N $89^{\circ} 12' 24''$ E A DISTANCE OF 1345.61 FEET; THENCE N $00^{\circ} 38' 57''$ E A DISTANCE OF 2769.98 FEET; THENCE N $89^{\circ} 40' 59''$ E A DISTANCE OF 2765.51 FEET; THENCE S $23^{\circ} 24' 28''$ E A DISTANCE OF 925.33 FEET; THENCE S $89^{\circ} 40' 59''$ W A DISTANCE OF 775.54 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF YOUNG CANYON ROAD; THENCE S $28^{\circ} 58' 23''$ E A DISTANCE OF 187.72 FEET ALONG THE CHORD OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS $05^{\circ} 23' 25''$ WHOSE RADIUS IS 1996.13 FEET TO A POINT OF TANGENT; THENCE S $31^{\circ} 46' 06''$ E A DISTANCE OF 19.21 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE WHOSE CENTRAL ANGLE IS $08^{\circ} 24' 25''$ AND WHOSE RADIUS IS 1697.88 FEET AN ARC LENGTH OF 249.12 FEET TO A POINT OF TANGENT; THENCE S $23^{\circ} 15' 41''$ E A DISTANCE OF 123.21 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS $16^{\circ} 12' 30''$ AND WHOSE RADIUS IS 776.07 FEET AN ARC LENGTH OF 219.54 FEET TO A POINT OF TANGENT; THENCE S $39^{\circ} 28' 11''$ E A DISTANCE OF 167.48 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS $44^{\circ} 03' 26''$ AND WHOSE RADIUS IS 604.57 FEET AN ARC LENGTH OF 464.88 FEET TO A POINT OF TANGENT; THENCE S $04^{\circ} 35' 15''$ W A DISTANCE OF 771.80 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS $06^{\circ} 24' 00''$ AND WHOSE RADIUS IS 3231.70 FEET AN ARC LENGTH OF 330.98 FEET TO A POINT OF TANGENT; THENCE S $10^{\circ} 59' 15''$ W A DISTANCE OF 77.23 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTRAL ANGLE IS $08^{\circ} 20' 26''$ AND WHOSE RADIUS IS 1506.61 FEET AN ARC LENGTH OF 219.32 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE CENTRAL ANGLE IS $08^{\circ} 04' 57''$ AND WHOSE RADIUS IS 1504.08 FEET AN ARC LENGTH OF 212.17 FEET TO A POINT OF TANGENT; THENCE S $11^{\circ} 14' 44''$ W A DISTANCE OF 374.05 FEET; THENCE S $89^{\circ} 08' 32''$ W A DISTANCE OF 4061.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

LAND MANAGEMENT PLAN, THE RANCH SUBDIVISION, OTERO COUNTY, N.M.

The subdivision lies entirely in fairly steep (up to 80%) mountainous terrain. The roads are designed to a maximum grade of 9% and to generally follow existing grade to minimize cut and fill. In most cases the road is following the mountainside with a cut on the upper side and fill on the lower. The cut slopes will generally be 2:1 when in rocky material and the fill slopes 1 and 1/2:1 with a 24" root roadbed surfaced with 6" of base coarse. Suitable slopes will be seeded and cuts of over 12 feet in height will be stepped to minimize erosion. Dikes and culverts will be installed in the interceptor ditch on long grades to control erosion. No grading is to be done except in areas of roads, driveways and homesites. Topsoil should be removed from homesite construction areas and respread over disturbed areas. Lot owners will be held responsible for control of erosion on their property. Driveways are to be constructed and maintained to provide proper drainage and to minimize erosion. A minimum culvert of 18" X 24" size shall be installed at lot owner's expense at all driveways where it is necessary to maintain proper drainage. No structures are to be constructed by lot owners within natural drainage flow areas which might impede or divert natural flow. Any cuts made by lot owner across access roads shall be restored to original condition by owner.

Estimated construction schedule is as follows:

- a. Clearing and grubbing began in the summer of 1984 and will be completed by September of 1987.
- b. Duration of exposure of disturbed areas began in May 1985 and will continue until October of 1987.
- c. During construction of roads and after the fills are compacted into place, fill slopes will be rolled with a dozer and suitable slopes will be seeded. This activity began in the summer of 1985 and will occur through the summer of 1987.
- d. Storm drainage culverts will be installed from May 1985 through October 1987.
- e. Roads will be installed between May 1985 and October 1987.
- f. Roads will be surfaced with base coarse between May 1985 and October 1987.
- g. Above ground electricity will be installed before November 1987.
- h. No recreation structures or other community improvements are being provided.

There are 79 parcels in this subdivision, the smallest of which is 2.00 acres. The subsurface drainage of parcels on steep slopes will be limited. Construction of residential structures can be readily designed to accommodate the slopes, but septic systems may not be allowed on some parcels. Each lot will be considered on its merits, and no other liquid waste disposal system may be used in this subdivision other than those approved by the Environmental Improvement Division. Surface drainage for all parcels is natural runoff. An interceptor ditch is being constructed on the cut side of all roads to properly route runoff to cross culverts.

The following is a tabulation of runoff calculations and opening sizes based on a 50 year storm, 4.2" rainfall, Class B Hydrologic Group, 60% cover, Curve # 55 SCS Manual Chapter 2.

LOCATION	ACRES	RUNOFF (CFS)	SIZE
1	460.0	258.0	100 SF
2	9.2	7.5	36"
3	31.2	24.0	2 36"
4	3.8	3.0	24"
5	50.0	39.0	2 48"
6	24.0	19.0	2 36"

RUNOFF BEFORE CONSTRUCTION = 340 CFS
 RUNOFF AFTER CONSTRUCTION = 358 CFS
 RUNOFF FROM ABOVE SUBDIVISION = 210 CFS

EXHIBIT A

NEW MEXICO
 OTERO COUNTY
 FILED FOR RECORD IN MY OFFICE
 this 10th day of Sept. 1986
 at 10:20 o'clock A.M. and duly recorded
 in Book No. 609 Page 4-20
 the records of Otero County, New Mexico
 ANDREW C. WYNHAM
 County Clerk, Otero County, New Mexico
 by Denise Guerra