PURCHASE AGREEMENT

In consideration of the agreements contained herein, the parties hereto agree as follows:

1. Sale. The Academy is the owner of that portion of the Elena Gallegos Grant lying east of the west boundaries of Sections 11, 14, 23, 26, and 35, T. 11 N., R. 4 E., N.M.P.M., Bernalillo County, New Mexico. A portion of this real estate owned by the Academy is depicted on the Subdivision Plat entitled "Summary Plat of a portion of the Elena Gallegos Grant", recorded on June 29, 1982, with the County Clerk of Bernalillo County, New Mexico. A copy of such plat is attached hereto as Exhibit "A". Subject to the terms and upon the satisfaction of all conditions set forth herein, the Academy agrees to sell, convey and grant to the City, and the City agrees to purchase and pay for, a portion of said real estate owned by the Academy, described in Exhibit "J" attached hereto. Part of the property described in Exhibit "J" is depicted on Exhibit "A" as "Tract A, U. S. Forest Service Property" and "Tract B, 640 Acre Park Site". The remainder of the property described in Exhibit "J" consists of that portion of the Elena Gallegos Grant within the boundaries of the Sandia Mountain Wilderness as established by Public Law 96-248 (Act of May 23, 1980), with the exception of a 270 acre parcel identified on Exhibit "A" as "Tract C, Bear Canyon Scenic Easement Area", which parcel will be retained by the Academy in fee simple. The property to be purchased by the City is sometimes referred to herein as the "Grant Property". The

Academy further agrees to grant, and the City agrees to purchase and pay for, a scenic easement applicable to the 270-acre parcel identified on Exhibit "A" as "Tract C, Bear Canyon Scenic Easement Area". The scenic easement is sometimes referred to herein as the "Bear Canyon Easement".

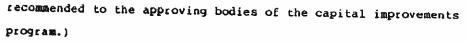
Exchange Agreement With Porest Service. The City has entered into an Agreement dated June 1, 1982 (the "Exchange Agreement") with the United States of America, acting by and through the Forest Service, United States Department of Agriculture, and the Bureau of Land Management, United States Department of the Interior, by the terms of which the City will convey the Grant Property to the United States, excepting therefrom a parcel within the Grant Property identified on Exhibit "A" as "Tract B, 640 Acre Park Site", which parcel is referred to herein as the "Park Property". The remaining portion of the Grant Property to be thus conveyed to the United States is referred to herein as the "Forest Service Property". It is anticipated that the boundaries of the Cibola National Forest will be amended by Act of Congress to include all of the Forest Service Property within said National Forest. By the terms of the Exchange Agreement the City will also assign to the United States the right granted herein to acquire the Bear Canyon Easement.

In exchange for the Forest Service Property and the assignment of the City's right to acquire the Bear Canyon Easement, the United States will convey by patent to the City certain lands owned by the United States (the "Exchange Property"). The exchange of the Exchange Property for the Forest Service Property and Bear Canyon Easement pursuant to the terms of the Exchange Agreement shall hereinafter be referred to as the "Exchange". The Exchange Property is comprised of twenty-four separate parcels, a list of which is attached hereto as Exhibit "B". For purposes of this

Agreement, the term "Parcel of Exchange Property" shall refer to the parcels of land as identified in Exhibit "B". Included in Exhibit "B" is a schedule of the "Approved Value" of each Parcel of Exchange Property as determined by the United States.

The City intends to sell all of the Parcels of Exchange Property, with the possible exception of T. 13 N. R. 4 E., Section 24, N 1/2 SE 1/4 and N 1/2 N 1/2 S 1/2 SE 1/4 (a portion of Placitas Parcel Number 1, consisting of approximately 100 acres) and T. 9 N., R. 1 W., Section 14, Lot 1, consisting of 38.5 acres, Lot 2, consisting of 38.63 acres, Lot 3, consisting of 38.75 acres and Lot 4, consisting of 38.88 acres, plus the N 1/2 consisting of 320 acres for a total of 474.76 acres, and T. 10 N., R. 1 W., Section 30, SE 1/4 NE 1/4, and the SW 1/4 SE 1/4, consisting of 80 acres, and T. 10 N, R. 1 W., Section 33, NE 1/4 NW 1/4 NW 1/4, consisting of 10 acres (a portion of the Atrisco Parcel consisting of approximately 564.76 acres). The term "Excess Proceeds", as used in this Agreement, means an amount of money equal to the excess of the aggregate sale price (after expenses of sale and exclusive of any interest to be paid either the City or the Academy by any purchaser) of each Parcel of Exchange Property over the Approved Value of each such Parcel stated in Exhibit "B". Expenses of sale shall be limited to brokers' commissions, normal closing costs, surveying expenses, if required, and any expenses incurred by the Academy in connection with such sale approved in advance by the City.

The City will also reserve from its conveyance of the Forest Service Property to the United States a water reservoir storage site, service access road easement, and water line easement for the purpose of delivering water to the City. The location and boundaries of these facilities are indicated on Exhibit "A". (The City intends to include the reservoir site in the next capital improvements program and the site will be



- 3. Price and Terms of Payment. The "Purchase Price" to be paid to the Academy for the Grant Property shall be an amount equal to the sum of Twenty Four Million Five Hundred Thousand Dollars (\$24,500,000.00) (the "Base Price") and twenty percent of the aggregate Excess Proceeds resulting from the sale of each Parcel of Exchange Property. The Purchase Price shall be paid as follows:
- A. At the Closing (as hereinafter defined), the City shall pay to the Academy in immediately available funds the amount of Twenty Two Million Eight Hundred Ninety Nine Thousand Five Hundred Dollars (\$22,899,500) (the "Base Price Payment") and shall be given credit for the amount of One Million Six Hundred Thousand Five Hundred Dollars (\$1,600,500) (the stated value for the parking structure at Fourth and Silver, S.W., Albuquerque, New Mexico, (the "Garage"), which was previously conveyed by the City to the Academy in consideration for an option, which by its terms has expired). The Closing Date may be postponed for up to thirty-one (31) days if the City is unable to finance the purchase on or before July 1, 1982. In such case, any unpaid portion of the Base Price shall bear interest at the rate of 13% per annum from July 1, 1982 until the date such amount is paid in full.
- B. At the closing of each sale of any and all Parcels of Exchange Property or portions of such Parcels, the Academy shall be paid, from the proceeds of such sale, its costs and expenses reasonably incurred in connection with such sale (and approved by the City in advance) and twenty percent of the Excess Proceeds, and the balance shall be paid to the City. The Academy will be notified in writing of the terms of any sale ten (10) days prior to closing. In the case of any sale in which the total sales price is to be paid over time in

installments, payments shall be applied first to reimburse the City and the Academy their expenses related to such sales (as provided in paragraph 2), and then remaining payments shall be . divided between the City and the Academy in the same proportion as their shares of the entire principal Sales Price. Interest paid on any outstanding balance due shall be divided in like manner.

C. The parties contemplate that some of the Parcels of Exchange Property may be sold in a series of transactions involving separate sub-parcels, some of which may be sold for less than their approved value (calculated on the basis of the average Approved Value per acre of the Parcel in question). In such case, when the entire Parcel has been sold, the parties will determine the aggregate Sales Price and the aggregate Excess Proceeds realized on the entire Parcel. If the Academy has been paid a total sum with respect to such Parcel exceeding its share of the aggregate Excess Proceeds, the Academy will reimburce the City for such excess.

4. Conveyance of the Grant Property.

A. At the Closing, the Academy shall convey the Grant Property, including the Forest Service Property and the Park Property, to the City by warranty deed, in the form attached hereto as Exhibit "C", and shall convey the Bear Canyon Easement to the United States by grant, in the form attached hereto as Exhibit "D". The conveyance of the Grant Property shall be free and clear of all liens and encumbrances except easements, reservations, and United States patent reservations shown in the Abstract of Title delivered to the City, taxes for the year 1982 and subsequent years, and all easements, reverters and other encumbrances necessary to give effect to the terms of this Agreement.

B. The deed conveying title to the Grant Property shall: (i) reserve to the Academy all royalties,

mineral rights, oil and gas rights to the Grant Property, provided that resource development of the City Park Property shall be subject to the same restrictions as may be applicable to the Forest Service Property; (ii) reserve to the Academy a fifty foot wide private right-of-way and utility easement to and from the Academy's Bear Canyoh Scenic Easement Area, as shown on Exhibit "A", which right-of-way will be available only for use by the Academy, its designees, successors and assigns and to the City for location of water lines discussed in paragraph 2 and service access for such water lines and the water reservoir discussed in paragraph 2, and not to the general public; and (iii) be subject to easements for the flood control facilities on the Embudito and Bear Canyon Arroyos as shown on Exhibit "A".

The Academy also will grant to the City by warranty deed a fifty foot public right-of-way as shown on Exhibit "A" as Tract "D" (the "Road Right-of-Way") in fee simple for access to and from the Forest Service Property and the Park Property extending from Tramway Boulevard N.E. to the west boundary of the Grant Property. If the entire Grant Property is repurchased by the Academy pursuant to its option specified in paragraph 7, the Road Right-of-Way shall revert to the Academy, and the deed shall so provide. The City shall insure that access is not available from the Road Right-of-Way to the lands retained by the Academy (shown as Tracts I and J on Exhibit "A" [the "Retained Property"] by constructing fences or using other means approved by the Academy. The cost of laying out, constructing, paving and maintaining the access road, and the cost of fences and other means of preventing access to Retained Property shall be paid by the City and shall in no event result in any cost to the Academy. However, the Academy and any successors in interest to the Retained Property shall have the option to provide access from the Road

Right-of-Way to the Retained Property at any future date at no cost to the City.

5. Limitations on Use of Park Property. The Park Property shall be used solely by the City as a City park. The City will limit use of the Park Property to passive recreation uses which will include only the installation, construction, maintenance and use of picnic benches, tables, shelters, barbeque grills, drinking water facilities, associated minor recreation facilities (such as volley ball or horseshoe pitching facilities), restrooms, access roads, parking lots, hiking trails, trail heads, a trailer or other residence for a residential caretaker, and electric power facilities associated with the specified uses, all as specifically designated by the City. This limitation shall be clearly specified in the Deed to the Grant Property, and the Deed shall further provide that if the Park Property is ever used for purposes other than those enumerated here, the Academy may give notice to the City of such improper use. If such use is not terminated by the City within sixty (60) days of delivery of such notice, the Academy may reenter and terminate the City's estate in the Park Property.

The City shall not permit off-road vehicle access to the Park Property by the public and shall permit parking only in designated parking lots. The City shall not permit public use of the Road Right-of-Way nor public access to the Park Property until the Road Right-of-Way is graded for vehicular use and fencing has been completed as provided by paragraph 4.C.

The park shall be named in honor of Albert G. Simms, who donated the Park Property and other Elena Gallegos Grant lands to or for the benefit of the Academy.

6. <u>Closing</u>. The closing of the transaction contemplated hereunder (the "Closing") shall take place at the Albuquerque National Bank, 303 Roma Avenue N.W., Albuquerque,

New Mexico, or at another location mutually agreed upon, at 9:30 a.m. on July 1, 1982 (the "Closing Date"). Time is of the essence of this Agreement, except that the Closing Date may be delayed for up to thirty-one (31) days as specified in paragraph 3 of this Agreement.

At the Closing, the City shall deliver to the Academy herein immediately available funds in the amount of Twenty Two Million Eight Hundred Ninety Nine Thousand Five Hundred Dollars (\$22,899,500.00). The Academy shall deliver to the City a duly executed warranty deed for the Grant Property in the form attached hereto as Exhibit "C", and a duly executed warranty deed for the road Right-of-Way in the form attached hereto as Exhibit "E", and shall deliver to the United States a duly executed Grant of Scenic Easement applicable to the Bear Canyon Scenic Easement Area in the form attached hereto as Exhibit "D".

Upon receipt of the Deed to the Grant Property, the City shall at the Closing immediately convey the Forest Service Property to the United States by special warranty deed. All deeds to be exchanged at Closing shall immediately be recorded.

The Exchange Agreement between the City and the United States. The Exchange Agreement between the City and the United States contemplates that the United States will convey to the City by patent Federal lands having a total Approved Value equal to the Approved Value of the Forest Service Property and the Bear Canyon Easement.

After a period of one hundred twenty (120) days from the Closing, if the United States has not issued patents for enough land to equal the value of the Sandia Mountain Wilderness portion of the Grant Property (as determined by the United States), the City will request the reconveyance from the United States of all of the Grant Property, excepting only a portion of the Grant Property equal in value to any Exchange Property for which patents have been issued. The Academy shall have the

option to repurchase from the City all property thus reconveyed at the value used by the United States in determining the extent of the reconveyance. If all the Grant Property plus the Bear Canyon Easement are repurchased by the Academy pursuant to this provision, the purchase price shall be Twenty Two Million Bight Hundred Ninety Nine Thousand Five Hundred Dollars (\$22,899,500.00) (the Base Price Payment).

The Exchange Agreement provides that if the United States cannot arrange for conveyance of sufficient Exchange Property to equal the value of the Forest Service Property and the Bear Canyon Easement within two (2) years of Closing, the City may request reconveyance of a portion of the Forest Service Property sufficient to offset the deficiency. In addition to the Academy's right specified in the preceding paragraph, the Academy shall have an option to repurchase any portion of the Grant Property thereby reconveyed to the City by the United States at the value used by the United States in the reconveyance. If the City determines to exercise its right to request such reconveyance, the Academy may specify which lands the City shall request to be reconveyed, but such lands shall be outside the boundaries of the Sandia Mountain Wilderness. The Academy shall have a period of one (1) year from the date of reconveyance to the City in which to exercise its option. Any lands thus reconveyed which the Academy does not repurchase shall be retained by the City subject to the same restrictions on use as are applicable to the Park Property and shall be subject to the same right of reentry by the Academy if used for other purposes.

- 8. Sale of Exchange Property. The City intends to sell all of the Exchange Property except for the two parcels specified in paragraph 2. The decision whether to sell any parcel of Exchange Property, and the decision as to the price and terms of such sale shall be in the sole discretion of the City, subject to the rights of the Academy to be reimbursed its direct expenses approved in connection with any such sale and to share in the Excess Proceeds as specified herein.
- 9. <u>Conditions of Closing</u>. The obligations of the parties hereunder are conditioned upon the satisfaction of all

terms and conditions set forth in this Agreement prior to the Closing Date.

- 10. <u>Protation</u>. Ad valorem taxes for the year 1982, utility charges, and premiums on any existing insurance policies shall be prorated as of the Closing Date.
- 11. Additional Documents. The parties agree to execute such additional documents from time to time (including after the Closing Date) as may be necessary to give full force and effect to this Agreement and the rights of the parties hereunder.
 - 12. Academy's Warranties and Representations.
- A. The Academy warrants and represents as follows:
- l. At the Closing, the Grant Property will be free of all liens and encumbrances except the easements, reservations, patents, and restrictions shown in the Academy's abstract of title to said lands or necessary to give effect to the parties' rights hereunder.
- 2. There will be no adverse change in the condition of the Grant Property pending the Closing Date.
- 3. The Academy is a non-profit corporation duly organized, existing and in good standing under the laws of the State of New Mexico.
- 4. The Academy has full power and authority to perform all acts and things required of the Academy under this Agreement.
- 5. The execution by the Academy of this Agreement, and any other documents contemplated by this Agreement, and the performance by the Academy of the covenants of the Academy contained in this Agreement will not conflict with or result in a breach of any of the terms or conditions of, or constitute a default under, any law, regulation, rule, court or administrative order or decree to which the Academy is

subject or any agreement or instrument to which the Academy is a party or by which it is bound.

- 6. All necessary action has been taken or will be taken prior to Closing by the Academy which may be required of the Academy to execute this Agreement and any and all other agreements and documents as may be required to be executed, delivered, and received by the Academy in order to carry out, effectuate, and consummate the transactions contemplated by this Agreement.
- 7. To the knowledge of the Academy, there is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any public board, agency, or body pending or threatened against, or affecting the Academy, or any meritorious basis therefor, wherein an unfavorable decision, ruling, or finding would have a material adverse effect on the transactions contemplated by this Agreement or the validity or enforceability thereof, or on any of the conveyances contemplated thereby.
- 8. This Agreement, when executed by the Academy, will be a legal, valid, and binding obligation of the Academy enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally).
- B. At the Closing, the Academy shall deliver to the City an opinion of Counsel for the Academy set forth in substantially the form attached hereto as Exhibit "F".
- C. On the Closing Date, the Academy shall deliver to th City a certified copy of a Resolution adopted by the Academy's Board of Trustees: (i) authorizing the sale of the Grant Property, Road Right-of-Way, and Bear Canyon Easement in accordance with the provisions of this Agreement; and (ii) authorizing the execution of this Agreement and the documents



- 13. City's Warranties and Representations.
 - A. The City warrants and represents:
- 1. The City is a legally and regularly created, established, organized, and existing municipal corporation under the laws of the State of New Mexico.
- 2. The City has full power and authority to perform all acts and things required of the City under this Agreement and the Exchange Agreement (hereinafter called the "Basic Documents").
- 3. The execution by the City of the Basic Documents, and any other documents contemplated by the Basic Documents, and the performance by the City of the covenants of the City contained in the Basic Documents will not conflict with or result in a breach of any of the terms or conditions of, or constitute a default under, any law, regulation, rule, court or administrative order or decree to which the City is subject or any agreement or instrument to which the City is a party or by which it is bound.
- will be taken prior to Closing by the City which may be required of the City to execute the Basic Documents and any and all other agreements and documents as may be required to be executed, delivered, and received by the City in order to carry out, effectuate, and consummate the transactions contemplated by the Basic Documents.
- 5. To the knowledge of the City, there is no action, suit, proceeding, inquiry, or investigation at law or in equity or before or by any public hoard, agency, or body pending or threatened against, or affecting the City, or any meritorious basis therefor, wherein an unfavorable decision, ruling, or finding would have a material adverse effect on the transactions contemplated by the Basic Documents or the

validity or enforceability thereof, or on any of the conveyances contemplated thereby.

- 6. The Basic Documents, when executed by the City, will be the legal, valid, and binding obligations of the City enforceable in accordance with their respective terms (subect to any applicable bankruptcy, reorganization, insolvency, moratorium, or other laws affecting the enforcement of creditors' rights generally).
- B. At the Closing, the City shall deliver to the Academy an opinion of Counsel for the City set forth in substantially the form attached hereto as Exhibit "G".
- C. On the Closing Date, the City shall deliver to the Academy a certified copy of a Resolution adopted by the City Council: (i) authorizing the purchase of the Grant Property and Road Right-of-Way in accordance with the provisions of this Agreement; and (ii) authorizing the execution of this Agreement and the documents pertaining thereto.
- 14. Broker. The Academy and the City each represent and warrant to each other that neither has employed a broker or finder with respect to the transactions set forth in this Agreement.

15. Lands Retained by the Academy.

A. The Academy is planning to develop the Retained Property. The City will cooperate with the Academy to permit development on the Retained Property consistent with orderly planning, including, without limitation, the construction of a water reservoir as discussed herein, the approval of proper zoning for the development, the supplying of normal municipal services, including water and sewer services, and the approval of reasonable density requirements on those parcels on which dwelling units will be constructed, all subject to annexation and regular capital improvements

programmin.

- B. All land dedicated by the Academy as floodplains in arroyo areas in Tracts I and J shown on Exhibit "A" shall be eligible to satisfy open space reservation and floodplain dedication requirements of the City, with the understanding that any area which is improved in a manner which permits only storm drainage use shall not receive open space credit. Where multiple use is possible, including all naturally maintained arroyos and maintenance roadways adjacent to improved channels, there shall be no deduction from open space credits for floodways or 10-year floodplains.
- c. A proposal regarding the Tramway Corridor has been prepared by Bohannan Huston, Inc., as shown on a revised plan heretofore submitted to the City. The solution includes relocation of Tramway Boulevard within the existing right-of-way. The City shall use its best efforts to assist the Academy in effecting the relocation of Tramway Boulevard north of Montgomery Boulevard pursuant to the Bohannan Huston plan in a manner agreeable to the Academy. The City shall obtain the right-of-way necessary for the realignment by exchange with the right-of-way to be abandoned to the greatest possible extent.
- 16. <u>Survival of Warranties</u>. All warranties, representations, promises, covenants, and agreements set forth herein shall survive the Closing and the delivery of deeds.
- 17. Entire Agreement. This Agreement contains the entire agreement between the parties, and shall not be amended except by a writing signed by the party asserted to have consented to the amendment.
- 18. <u>Binding Effect</u>. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, legal representatives and assigns; provided that, except with respect to the United States and its interest

specifically set forth herein, this Agreement shall not be assigned by the City without the written consent of the Academy.

- Price Payment at Closing, or in any other manner substantially fails to complete its obligations hereunder prior to Closing, the Academy may refuse to convey the Grant Property, Road Right-of-Way, or Bear Canyon Easement, and the Academy shall be released from all further obligations hereunder, but shall have no other legal or equitable remedies for such failure. In the event this Agreement is breached in any other respect, the non-defaulting party may recover such damages as may be proper and shall have all the rights and remedies available at law or in equity.
- 20. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered or sent certified mail and shall be deemed to have been given when delivered or mailed and, if mailed, shall be addressed as follows:
- A. If to the Academy: Albuquerque Academy, 6400 Wyoming Boulevard, N.E., Albuquerque, New Mexico 67109, Attention: President, Board of Trustees.
- B. If to the City: City of Albuquerque, P. O. Box 1293, Albuquerque, New Mexico 87103, Attention: Chief Administrative Officer.
- 21. <u>Severability Clause</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of this Contract.
- 22. Approval. This Agreement shall not be effective until approved by the Board of Trustees of the Albuquerque Academy and the City Council of the City of Albuquerque.

 Resolutions of said Board of Trustees and City Council shall be attached hereto as Exhibits "H" and "I", respectively.

IN WITNESS WHEREOF, the parties have executed his Agreement on the date set forth opposite their respective signatures.

ar F	SELLER:
	ALBUQUERQUE ACADEMY
Date 34, 1982	By Kithan S. Elling President, Board of Trustees
	PURCHASER:
	CITY OF ALBUQUERQUE
Date 30, 1982	By Harry E. Rynney, Mayor
ATTEST:	•
City Clerk	
REVIEWED BY THE LEGAL DEPART	ment:
Géorge R. "Pat" Bry n III City Attorney	
STATE OF NEW MEXICO	9
COUNTY OF BERNALILLO)	
	was acknowledged before me
this 26th day of June Richard D. Cekns	, 1982, by
Richard D. Cekins	, President of the Board of
Trustees of the Albuquerque	Academy, a New Mexico non-profit
corporation, on behalf of sa	aid corporation.
	Notary Public phicier
My Commission Expires:	ANCARA OFFICIAL SEAL
2-2-86	Virginia Transfera The Literature of the State of the St
	The Committee Control of the Control

STATE	OF	new	MEXICO)	55.
COUNTY	(01	BEI	RNALILLO	•	99.

Notary Public Mont

My Commission Expires:

12-118/84

EXHIBITS TO PURCHASE AGREEMENT BETWEEN ACADEMY AND CITY

Exhibit "A" - Summary Plat of a Portion of the Elena Gallegos
Grant

Exhibit "B" - List of Exchange Parcels with their Approved Values and property description of each Parcel

Exhibit "C" - Warranty deed for Grant Property - Academy to City

Exhibit *D* - Grant of Scenic Easement - Academy to United States

Exhibit "E" - Warranty deed for Road Right-of-Way - Academy to City

Exhibit "F" - Academy's Opinion of Counsel

Exhibit "G" - City's Opinion of Counsel

Exhibit "H" - Academy Board Resolution

Exhibit "I" - City Council Resolution

Exhibit "J" - Description of Grant Property

STATE OF NEW MEXICO COUNTY OF BERNALILLO LED FOR RECORD

Maria State Coult Coult

Elena Gallegos Land Exchange Preliminary Values--Selected Land 6/22/82

Unit	Parcel	Acres	Value Per Acre	Individual Parcel Values
Placitas	1 2	4,373.99 415.37	573 768	\$2,506,400 Sando
Edgewood	A B C D E F G H	325.83 440.00 60.00 40.00 40.00 40.00 16.50 28.27	736 760 1,710 1,140 1,140 1,140 1,092 950	239,892 S.Fe. V Torr 334,400 102,600 45,600 45,600 45,600 18,026 20,856
edar Crest		27.50	3,610	99 275
our Hills		40.00	11,400	456,000 Bernalilla
trisco		1,876.43	410	770,000
as CrucesIndustrial		1,950.00	550	1,016,500 Dona An
as CrucesUrban		2,833.91	1,458	4,132,500
annington	1 2 3 4 5	2,835.81 70.00 379.95 1,808.61 656.66 155.00	1,424 3,705 1,400 1,234 753 2,892	4,037,500 San Jud 259,350 532,000 2,232,500 494,950 448,400
edillo 	A B C	2,395.31 80.00 1,455.00	1,140 2,137 1,187	494,950 448,400 2,730,653 171,000 1,727,812

PARCELS OF EXCHANGE PROPERTY

Legal Descriptions

JEANT COMEN MARK TOURS AT TAME	SECTION(S) (All or Portions)	TOTAL ACRES/TRACT
	AND FOR	
	Lot 6 Lot 7 Lot 8 Lot 9 Sh	26.89 24.66 22.84 20.81 320.00
	14 - Lot 12 Lot 13 Lot 14 Lot 15 S4SE4, NEWSE4	21.76 31.58 28.42 39.70 120.00 3.96 29.03
	15 - Lot 10	3.96 50
	22 - Lot 6 Lot 7 Lot 8 Lot 9 Lot 10 SELNEL, NELSEL	2 18 1 224 29.66 37.97 29.22 80.00
	23 - Lot 1 N½, N½SW½, SE¾SW	38.10 63 44, SE4 600.00
	24 - All	640.00*
	25 - N ² 2	320.00
	26 - Lot 1 Lot 2 Lot 3 Lot 4 NEL, NELNWL, NE	18.20 23.05 43.26 21.89 43.26 21.89 43.26
13 N. 5 E.	. 17 - Lot 1 Lot 2 Lot 3 Lot 4	30.51 32.55 34.79 36.93 160.00
	18 - Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 Lot 6 Lot 7 SEkSWk, SkSEk	3.24 3.65 29.00 40.00 41.15 39.05 29.00 120.00
	19 - Lot 1 Lot 2 Lot 3 NE's, E'NN's	3 ⁷ 28.93 28.77 28.63 240.00
i, com	20 - NEW, NYNWW, NEWSWW, SEW	SELNHL
AND TORK	29 - Lot 1 Lot 2 Lot 3	LAP 14.86 15.79 16.71 16.89

* NISEN, MANSISEN of sec. 24 contain cultural resources to be administered by the City of Albuquerque.

NEW NEWNAME 322 - Lot 1	27.59 19.8 991 160.60 40.00 -7.49
32 - Lot 1	7.49
	415.37
	₹
to south found	
5 - Lot 3 S\N\%	40.31 Tor love
6 - SENNENES	43.65 S.F.Co.
PARCEL TOTAL	325.83
NAMER NAME NERSAR	400.00
PARCEL TOTAL	440.00 Torianc
9 - SizSizKEI SizNizSizNEiz PARCEL TOTAL	40.00 20.00 60.00
25 - SW4SW4	40.00
26 - SE\NW\ 26 - NW\SE\	40.00
33 - Lot 3 33 - Lot 1	28.27
	, i.i.
	•
	SHNWA 6 - SEHNHNEH 31 - Lot Lot SPINEL PARCEL TOTAL 8 - WINEL NISEL SENSEL 17 - NEHNEL PARCEL TOTAL 9 - SININEL SININEL PARCEL TOTAL 25 - SWISWI 26 - SEHNWI 26 - NWISEL 33 - Lot

Cedar Cres	t 11 N.	 6 E.	32 - NIINWISWI, NEIISWI VISWINWISKI	NW4SW4,	992 Co. Bein Co.
			PARCE-TOTAL .	<u>27.50</u>	
			gr for elegist		Ben Co.
Four Hill		4 E.	33 - SEYSEY PARCEL TOTAL	40.00	
	o se u s ^e v		(3		and a city at
Atrisco Octobra 19	9 N.	1 E.	18 - Lot 1 Lot 2 Lot 3 Lot 4 Lot 5 18 - Lot 6 NE4, E14NN4	42.61	And the Dod
DITIO-1" 62 31.9	, 9 N.	1 W.	10 - Lot 1 Lot 2 Lot 3 Lot 4 SuSE4	40.24 40.24 49.82 20.22 80.00	noceweyere
			12 - Lot 1 Lot 2 Lot 3 Lot 4	40.39 40.27 40.17 40.05 160.00	
			14 - Lot 1 Lot 2 Lot 3 Lot 4	38.50° 38.63° 38.75° 38.86° 320.00° Subtotal 1,026.16	i January
	10 N.	1 W.	30 - SEIANEIA, SWIASEIA 33 - Lot 1	80.00 13.40 17.75 10.85 36.75 20.23 200.00	President 194 - 195 - 19 - 19 - 19 - 19 - 19 - 19 - 1
			PARCEL TOTAL	Subtotal 378.93	

Las Cruces - 23 S. Light Industrial Site	1 W.	26 - SEL	160.00 40.00 80.00 20.00 40.00 10.00	993
		27 - ELSWY V SLANWYSWY V SWYSWY V WINEYSEY V SHISEYNEY V SHISEYNEY V SHISEYNWY V	80.00 20.00 40.00 80.00 20.00 10.00 20.00	
		34 - WENEYNEY SEYNEYNEY WENEY SEYNEY NE SEY 35 - NI 36 - NI 36 - NI 37 - NI SEY Pat 30-82-00	20.00 10.00 80.00 40.00 320.00 160.00	M
		35 - NI2 Pat 30 - 82 SIII NI2SEL SII 2SE 2 EI 2		X
		PARCEL TOTAL	1,905.00	

				9
Las Cruces - Urban Expansion	22 S.	2 E.	17 - NYSWY, SEYSWY NYSWYSWY, EYSEYSWYSWY	145.0
				Subtotal 145.00
			18 - Lot 7	20.84
			Lot 8 ElsSEls	3.91 <u>80.00</u>
				Subtotal 104.75
1			19 - Lot 5	39.12
			Lot 6	<u>9.08</u>
				Subtotal 48.20
			20 - Lot 1 Lot 2	39.09 11.25
			Lot 3	38.52 13.57
			Lot 4 SI _S NI _S SEI _S NWI _S	10.00
			Z, [‡] ZEÄNM, [#]	20.00
				Subtotal 132.43
			27 - ₩ ₂	320.00
			28 - Lot 1 Lot 3	39.91 5.02
			Lot 4	10.05 5.02
			Lot 10 WYNEY, SEYNEY, NYMEY	ENERNER,
			WYNEYNEY, NYSEY, EY EYSEYSWYSEY, EYSWY,	1645W4564 355.00
				Subtotal 415.00
			29 - Lot 4	32.15
			Lot 5 Lot 6	40.11 2.83
			Lot 7	3.20 40 <u>.00</u>
			NEIANEIA	Subtotal 123.29
			00 111 0	44.58
			33 - Lot 3 Lot 4	8.19
			Lot 5 Lot 30	10.05 10.05
10			NIZNEY, WIZSWIZNEY. EYSEYNWY	120.00
			SEE	<u>160.00</u>
				Subtotal 352.97
			34 - W ¹ á	320.00
		~		Subtotal 1,961.64
	23 S.	2 E.	4 - Lot 8 Lot 9	40.06 40.36
			Lot 12 Lot 13	40.35 40.35
			Lot 14	39.88 40.57
			Lot 15 Lot 16	19.89
			Lot 17	<u>40.60</u>
				Subtotal 302.06

			And the property of	
Las Cruces - 23	s. 2 E.	9 - Lot 8		8.92
Urban Expansion (Cont'd)		10 - Lot 1		40.52
		Lot 2		40.32
		Lot 3		40.27
		Lot 4		40.21
		Lot 5		38.54
		Lot 6		40.12
		Lot 7		40.28
		Lot 8		40.28
				40.36
		Lot 9		40.30
		Lot 10		40.12
		Lot 11		
		Lot 16		40.38
		Lot 17		12.87
4.00		Lot 18		2.51
		ACC Lot 19		2.51
		Lot 20		2.51
		Lot 21		2.51
8 " [Lot 22		2.65
		Lot 23		2.23
		Lot 24		2.52
		Lot 25		2.52
		Lot 26		2.52 2.52 2.52
		Lot 27		2.52
		Lot 28		2.52
		Lot 29		2,52
		Lot 30		2.52
		Lot 31		2.52 2.52
		Lot 32		1.50
		Lot 33		10.08
		Lot 34		10.08
		Lot 35		10.08
		200 33		20.00

Subtotal 561.29

PARCEL TOTAL . . . 2,833.91

40.00

2.835.87

Farmington	
Parcel #1	
I.30N.,R.12W.	Acres
Section 17 All but NE1/4 of Lot 11	638.54
Section 19 Lots 1, 2, 3 & 4, N1/2NE1/4, N1/2SW1/4NE1/4, SE1/4SW1/4NE1/4, SE1/4NE1/4, & NE1/4SW1/4.	427.12
Section 20 Lots 1. 2, 3, 4, 5, 6, 8, 9, 10, 11 & N1/2 & SE1/4 of Lot 7	425.21
T.30N.,R.13W.	
Section 24 All except NE1/4RE1/4SW1/4.	630.00
Section 26 SW1/4Ne1/4Ne1/4 SE1/4NW1/4Ne1/4Ne1/4 W1/2NW1/4Ne1/4Ne1/4 SW1/4SE1/4Ne1/4Ne1/4 SW1/4SW1/4Ne1/4Ne1/4 SW1/4SW1/4Ne1/4Ne1/4 N1/2Ne1/4NW1/4Ne1/4 NN1/4NW1/4Ne1/4 NN1/4NW1/4Ne1/4 NN1/4NW1/4SE1/4Ne1/4 NN1/4NW1/4SE1/4Ne1/4 NN1/2Ne1/4Ne1/4Ne1/4 NN1/2Ne1/4Ne1/4Ne1/4 NN1/2Ne1/4Ne1/4Ne1/4 NN1/2Ne1/4Ne1/4Nw1/4 SE1/4Ne1/4Ne1/4Nw1/4 SE1/4Ne1/4Ne1/4Nw1/4 SE1/4SW1/4Ne1/4Nw1/4 NN1/2SW1/4Ne1/4Nw1/4 NN1/2SW1/4Ne1/4Nw1/4 W1/2E1/2Nw1/4Nw1/4 W1/2E1/2Nw1/4Nw1/4 W1/2Nu1/2SW1/4Nw1/4 SE1/4Ne1/4Nw1/4Nw1/4 NN1/2Nu1/2SW1/4Nw1/4 SE1/4Ne1/4Nw1/4Nw1/4 NN1/2Nu1/4Se1/4Nw1/4 NN1/2Nu1/4Se1/4Nw1/4 SE1/4Se1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4Nw1/4 NN1/2Nu1/4Sw1/4	
SW1/4SW1/4NW1/4SW1/4 NE1/4NE1/4SW1/4SW1/4 S1/2NE1/4SW1/4SW1/4 N1/2NW1/4SW1,4SW1/4 SW1/4NW1/4SW1/4SW1/4 NW1/4SE1/4SW1/4SW1/4 NW1/4NE1/4SE1/4 NE1/4NW1/4NE1/4SE1/4 SE1/4NW1/4NE1/4SE1/4 SE1/4NW1/4NE1/4SE1/4 SW1/4SE1/4NW1/4SE1/4 SW1/4SE1/4NW1/4SE1/4 NW1/4NE1/4SW1/4SE1/4 NW1/4NE1/4SW1/4SE1/4 NW1/4NE1/4SW1/4SE1/4 NW1/4NE1/4SW1/4SE1/4	. 205.00
Section 27 SE1/4ME1/4, W1/2, E1/2NW1/4 SE1/4, SW1/4RW1/4SE1/4, SW1/4SE1/4, ME1/4SE1/4	470.00

Section 34 NW1/4NW1/4

Parcel Total

Parcel #2	997
1.30K.,R.13W.	
Section 33 N1/2NE1/4SE1/4, W1/2SW1/4 NE1/4SE1/4, SW1/4SE1/4, W1/2NW1/4 SE1/4SE1/4	70.00
Parcel Total	70.00
Parcel #3	
T.30N.,R.13W.	
Section 3∠ NE1/4SE1/4	
Section 33 W1/2SW1/4	
	31.
T.29N.,R.13W.	
Section 5 Lot 1, & NE1/4 & S1/2 of Lot 2, SW1/4SW1/4, SE1/4NW1/4, N1/2NE1/4SW1/4, SW1/4NE1/4SW1/4	299.95
T.29N.,R.14W,	
Section 12 NE1/4NE1/4	20.00
Section 15 NW1/4NE1/4	80.00
Parcel Total	379.95
Parcel #4	
T.29N., R.12W.	
Section 7 Lct 5, 321/45W1/4, 31/2SE1/4, NET/4SE1/4, N1/2SW1/4NE1/4, SE1/4SW1/4 NE1/4, & SE1/4NE1/4	269.29
Section 8 E1/2SW1/4, N1/2NW1/4SW1/4, SE1/4NW1/4SW1/4, W1/2SW1/4NW1/4SW1/4, W1/2NW1/4SW1/4, S1/2SW1/4SW1/4, NE1/4SE1/4, NE1/4NW1/4SE1/4, S1/2NW1/4SE1/4, & S1/2NW1/4	290.00
Section 17 SE1/4, W1/2NW1/4, NW1/4NE1/4SW1/4, S1/2NE1/4SW1/4, W1/2SW1/4, & SE1/4SW1/4	390.00
Section 18 Lot 1, NE1/4NW1/4, N1/2NE1/4, N1/2SW1/4NE1/4, SE1/4SW1/4NE1/4, SE1/4NE1/4, SE1/4NE1/4, & E1/2SE1/4	300.32
Section 19 NE1/4NF1/4, N1/2SE1/4NE1/4, SE1/4SE1/4NE1/4, N1/2NE1/4SE1/4, & N1/2S1/2NE1/4SE1/4	100.00
Section 20 N!/2, NW1/4SW1/4, W1/2NE1/4 SW1/4, SE1/4NE1/4SW1/4, & NW1/4SE1/4	430.00
T.29N.,R.13W.	,
Section 12 S1/2S1/2SE1/4SE1/4, N1/2NW1/4SE1/4SE1/4, S1/2SW1/4NW1/4 SE1/4,	20.00
Parcel Total	1,808.61

427.06

656.66

135.00

20.00

155.00

PARCEL A		Acres
T. 9 N., R. 6 E.	3 - Lot 5	20.31
T. 10 N., R. 6 E.	21 — E½NW¼, N½NW¼NW, S½SW¾NW¼, ₩½NW½SW½NW½, W¼SW¼, SE¼SW½NE¼SW¼, SE¼NE¼SW¼, N½NW¼NE¼SW½, SE¼	422.50
	27 - SYNYSWYNEY, SYSYNEY. NYSY, NYSYSEY, SYNWY, SYNYNWY, SYSYNYNYNWY	380.00
	28	540.00
**	33 - Neh, Nanua, Swanua, Nyselaum, Swaselaum, Nwyselaum, Wynehsha, Nigshaswa, Nhaselswa, Swaselsel, Sanuaselsel, Nwanuaselasel, Nhasel, Nymelasel, Nashelasel, Selselnehsel, Swaswanelsel	492.50
. *	34 - Syneyney, Syny, Nysy, Seyswy, Nyswysey, Seysey Dapatal Manal	440.00 2,395.31
DADOS: 0		
<u>T. 9 N., R. 6 E.</u>	Seatur Systems Newsey	40.00 40.00
	PARCEL TOTAL	80.00
PARCEL C	¥:	
T. 9 N., R. 6 E.	9 - Sełswi, Wisniseł, Wieliswiseł, Eiseliswiseł, Sisserser	95.00
.:	15 - N½, N½S½, SE¼SW¼, SW¼SE¼	560.00
	16	640.00
	21 - NW4	160.00
	PARCEL TOTAL	1,455.00