

PURCHASE AGREEMENT ADDENDUM & AMENDMENT
(FOR ORGAN MESA RANCH, Phase III)

The following agreement is an addendum and amendment to the Purchase Agreement first dated _____ between the

SELLER: ORGAN MESA DEVELOPMENT, L.L.C AND

BUYER _____

for the property located at:

Legal Description: Lot _____, Block _____, **Organ Mesa Ranch, Phase** _____ as shown by the plat recorded in the office of the County Clerk of Dona Ana County, Las Cruces, New Mexico.

It is mutually understood and agreed that the following terms and conditions shall be made a part of the above described Purchase Agreement;

1. DISCLOSURES AND ACKNOWLEDGMENTS:

Buyer acknowledges that BUYER is not relying upon any of SELLER'S interpretation of covenants or deed restrictions. BUYER shall satisfy himself/herself as to the meaning of covenants and deed restrictions based on BUYER'S own interpretation or that of an independent legal consultant. BUYER acknowledges that SELLER does not represent or warrant that no violations of said covenants or deed restrictions exist within said subdivision at this time and, if any such violations do exist, BUYER releases SELLER from all liability therefore, and agrees to save and hold SELLER harmless there from.

_____/_____ **(BUYER'S initials)**

BUYER also declares that BUYER is purchasing said lot upon BUYER'S own examination and judgment and not by reason of any representation made to BUYER by SELLER or SELLER'S Real Estate agent as to the lot's value, future value, views from said lot, or soil bearing capacity or as to the nature of any future surrounding subdivisions whether developed by SELLER or others. SELLER does not guarantee unrestricted views from any lot.

_____/_____ **(BUYER'S initials)**

SELLER herein discloses to BUYER that until the majority of lots in the area are built upon and landscaped, there is a high probability that sand will continually blow into the yard. BUYER acknowledges and agrees that SELLER or Organ Mesa Development L.L.C. does not warrant against damage done to the landscaping or to the dwelling due to precipitation or blowing sand from the surrounding lots or subdivision(s) or future subdivision.

_____/_____ **(BUYER'S initials)**

SELLER declares and BUYER acknowledges that the SELLERS (Officers and Stockholders of Organ Mesa Development, L.L.C.) are licensed New Mexico Real Estate Brokers.

_____/_____ **(BUYER'S initials)**

SELLER declares and BUYER acknowledges that the following items are not included in the purchase price of the lot: rock walls, water meter fees, water rights fees, water line extension fees, and septic tank fees.

_____/_____ **(BUYERS initials)**

2. DISCLOSURES AND NOTICE

This Article is informational and provided for in this instrument as a supplement advisory, disclosure of fact or intent and a general notice to all person or entities interested in the subject property. Any changes, modification or elimination of these declarations does not alter the provisions of Articles A through O here of and the Grantor is not obligated to provide or amend (in the event of change) these in any way:

(A) A Disclosure Statement of each development plat is required pursuant to the Dona Ana County Extraterritorial Subdivision Code. These are recorded with the County Clerk as a stand-alone instrument. All Owners are advised to procure and understand those Disclosures.

(B) Some of the land adjacent to and near the Subdivision is owned by the U.S. Government, Bureau of Land Management. These lands may be sold and/or developed by the Grantors or others. Current Ownership (by the Government) is not a limitation on future land use.

(C) A Future Major Arterial location for Weisner Road has been planned and provided for in the Master plan (a North – South road, connecting to Dripping Springs Road) which directly impacts proposed Phases 4 and 5 of the Development and may directly impact other portions of the Property. The Dona Ana County Metropolitan Planning Organization (MPO) should be contacted about any other concerns or potential construction within this alignment and the partial rights of way committed for dedication by the Grantor.

(D) An underground petroleum pipeline exists within the easements reflected on the Plat for Phase 1 of the Development. The Chevron Pipeline Company must be contacted prior to any excavation or activity which may constitute a hazard.

(E) An overhead high voltage electric transmission line exists within the easements reflected on the Plat for Phase 1 of the Development. The El Paso Electric Company must be contracted prior to any construction or activity which may constitute a hazard. Further, those owners adjacent to those easements(s) are advised that in order to prevent potential hazards from construction activities that El Paso Electric advises an additional fifty feet (50') adjacent to the easements shown on the Plat to be considered a non-construction area. El Paso Electric has plans to add additional distribution lines within their easements at some future date.

(F) Some lots are designated for drainage control by easement and the Drainage Report(s) filed with the Dona Ana Extraterritorial and Public Works Departments. These are reflected on the Plat(s) for portions of the Development. Lots burdened by these easements and accompanying provision (drainage within the street rights of way) includes an agreement with the County by way of subdivision approval for maintenance. This agreement includes Lot Owner responsibilities for on-lot pond maintenance (drainage, vegetation and any culverts) for the passage and control of natural and developed storm water runoff as designed.

(G) Description and Construction of Drainage Facilities:

Owner shall maintain the following Drainage Facilities within the Property and/or running to or from the development at the Owners sole expense in accordance with the standards. Plans and specifications approved by the County include:

- • Required on-lot stormwater detention ponds
- • Ponding areas located adjacent to roadway right-of-ways
- • Existing arroyos that convey historical stormwater flows

The Drainage Facilities are more particularly described in the approved subdivision Plans for Construction and Final Drainage Report. The Owner shall not permit the Drainage Facilities to constitute a hazard to the health or safety of the general public.

(H) Maintenance of Drainage Facilities:

The Owner shall maintain the drainage facilities at Owner's cost in accordance with the approved Construction and grading and drainage plans.

(I) Construction of a house pad for vertical elevation is required to be in compliance with the Drainage Report(s) filed with the Dona Ana Extraterritorial and Public Works Departments and these Covenants. These are generally a minimum of one foot (1') above the natural grade at the lowest corner of the house. Should an alternative location or elevation (grade) be desired, it is the Lot Owner's sole responsibility to request any modifications to the approved Plan.

(J) Moongate Water Company, an independent private water utility, may charge connections fees extension fees, meter fees and other charges to each Owner. These charges are independent from the Grantor and are regulated by the New Mexico Public Service Commission. The water line extension fee is \$1,777.39, and is to be paid by the buyer at closing to the title company.

(K) Locating a house more than ninety feet (90') from any existing El Paso electric transformer may be subject to line extension fees by the electric utility.

(L) Purchasers are hereby advised that Radon gas is known to exist within the greater Talavera area East of Tortugas Mountain. Purchaser should discuss Radon testing and possible Radon mitigation procedures with their home designer and builder.

(M) The Grantor, Organ Mesa Development L.L.C., is a privately held limited liability Company, an entity whose members include licensed contractors and real estate brokers (or agents). Any acts and activities of these individuals, other than officially and expressly for Organ Mesa Development L.L.C., are independent from this Development (including but not limited to Lot and Land Sales, Promotions, Zoning, Development Plans, Subdivision Plats, Construction activities and their exercise of Architectural Control Committee responsibilities.). No Owner or Owner's agent shall be aggrieved or contemplate recourse by virtue of these independent activities of the members of Organ Mesa Development L.L.C.

(N) The U.S. Government, Environmental Protection Agency has implemented NEPA Stage 2 of the Federal Clean Water Act. Generally, disturbance of 1 Acre of land or portions thereof may require the of a Notice of Intent (NOI) and Storm Water Pollution Protection Plan (SWPPP), These requirements should be reviewed and understood and adhered to by any Owner and their Contractor.

(O) The Dona Ana County Flood Control Commission is conducting studies throughout the county to determine new FEMA Flood Zone maps. These studies may affect portions of Organ Mesa Ranch, and may require home owners to purchase flood insurance at some time in the future.

This addendum and amendment, upon its execution by both parties, is here with made an integral part of the aforementioned Purchase Agreement.

Dated: _____ Time: _____

Dated: _____ Time: _____

BUYER

SELLER Organ Mesa Ranch Development L.L.C.

BUYER

SELLER Organ Mesa Ranch Development L.L.C.

AGENT

AGENT

NAME OF AGENCY

NAME OF AGENCY

Revised 4-24-06