

February 17, 2026

Sent Via Electronic Mail To: asaenz@losalamosnetwork.com

Allan Saenz, President
Los Alamos Commnet, Inc.
1390 Avenida Rincon 301
Santa Fe, New Mexico 87506

Dear Mr. Saenz,

COUNTY COUNCIL

Randall T. Ryti
Council Chair
Ryn Herrmann
Council Vice Chair
Theresa Cull
Suzie Havemann
Melanee Hand
Beverly Neal-Clinton
David Reagor

COUNTY MANAGER

Anne W. Laurent

The County is pleased to hear that LANet is working towards qualifying as an Internet Service Provider on the Community Broadband network, and the County is interested in discussing LANet's verbal offer to the County to purchase LANet's claimed infrastructure in the Quemazon and Hawks Landing areas for \$1,100,000.00 (the Offer).

However, a basic and foundational condition of any closing involving the sale of property is establishing clear and marketable title to the property being sold prior to closing. Based on the County's review of property records and the records LANet has provided the County, it does not appear that LANet's claim to clear and marketable title over these assets has been established. Obviously, this must be resolved before any closing could occur and because title is in question, the issue should be resolved before proceeding further. Establishing clear title to assets is a fairly common problem in business transactions so there are readily available remedies to pursue which are outlined in this letter.

I. Paths Forward to Establish Who Holds Title to the Claimed Infrastructure

A. Provide any additional documentary evidence establishing clear and marketable title for review.

If you have additional documentation other than what has been provided here and listed in the Index of Documents, please provide those for review.

B. Neutral Third-Party Experts Evaluate Claim and Offer Non-Binding Opinion

One potential path forward is to bring in a neutral third-party to evaluate all the documents and evidence and offer an opinion on the ownership of the asset. LANet and the County would work together to choose a qualified neutral outside legal counsel and potentially a Certified Public Accountant to evaluate all relevant records and information and offer a professional opinion. The opinion would not be binding in any manner and would not be admissible in court if the issue of the title must be resolved in court.

C. Petition to Quiet Title/Petition for Declaratory Judgment

A Petition to Quiet Title/Petition for Declaratory Judgment is a legal avenue to resolve the matter. Here, a Petition on the narrow issue of ownership is filed with the court

and each side presents its arguments and evidence on why their side has title to property. The Court then renders a judgment establishing who has title to the property.

Here are the facts that lead the County to believe that LANet does not yet have clear and marketable title to the claimed infrastructure:

II. Evidence of Infrastructure Ownership in the Streets and Rights of Way in Quemazon and Hawks Landing

A. The Quemazon Plats of Phase, I, II, and III

On the 1999 Quemazon Phase I and II plats and the 2003 Quemazon Phase III plat the Dedication Note states "Streets and rights-of-way shown hereon are hereby granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated to public use." Dedication in fee simple means the County has absolute ownership of the entire bundle of rights associated with the streets, access, possession, easements and any infrastructure or improvements existing in the streets and rights-of-way at the time of dedication. (See Index of Documents)

B. The Hawks Landing Plat (Corrected, May 7, 2001)

The Dedication Note states "Streets and rights-of-way shown hereon are hereby granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated to public use." (See Index of Documents)

The LANet marked Google Earth image of the Hawks Landing subdivision, purporting to show where the network infrastructure is located, shows middle-of-the-street installation. (See Index of Documents)

C. Letter from Kent Waterman, the Managing Member of Quemazon LLC dated May 28, 2002 (see attachment X), "Specifications for Fiber Conduit"

The letter states, "The underground conduit shall consist of 2" conduit buried 3' deep in roadways in a daisy chain fashion ... Conduit should run down middle of street..." If the conduit was in-fact installed in the "middle of street", dedicated to the County in fee simple, in the plats referenced above, it would appear the County owns the conduit. (See Index of Documents)

D. September 28, 2010 Memorandum to LANet From Quemazon Communities LLC.

This memo purports to memorialize an earlier conveyance of network hardware to LANet. (See Index of Documents) The memo does not provide a date when the "earlier conveyance" occurred. The second bullet point in the memo ambiguously states that "All fiber optic cables in the Vault and in the road easements." Based on a review of the Clerk's Office property records, there are no street or road easements, the streets and roads were dedicated to the County in fee, and there do not appear to be any easements on record that favor LANet. Also, if this hardware was in the ground at the time of the plat dedication, it is unclear how Los Alamos Community Network, Inc. would have any property rights in the assets to later transfer to LANet. The basic question is what infrastructure was in the roads and rights of way at the time the roads and rights of way were dedicated to the County in fee simple, and if infrastructure was placed in the streets after the streets were dedicated to Los Alamos County, whether the County granted any easements.

Because of the dedications in the plats, the Waterman letter, and the Memorandum, it is not clear to the County that LANet has clear and marketable title to the claimed infrastructure in Quemazon or Hawks Landing.

E. Evidence of LANet's Clear and Marketable Title to Conduit and Vault in the Eastern Area.

Contrast the Quemazon and Hawks Landing absence of infrastructure title clarity with the 2013 Construction Agreement between Los Alamos County and Los Alamos Network (LANet) for the Eastern

Allan Saenz, President
Los Alamos Commnet, Inc.
February 17, 2026

Area Phase 2 Conduits, in which the Statement of Work for the construction and installation of conduit being conducted wholly by the County, Section 2.4, clearly states “ If the Work includes installation of new vaults and/or conduit, the vaults and conduit shall be owned solely by Los Alamos Network, which shall be responsible for all maintenance in connection with the vaults and conduit ...” Los Alamos Network agreed to reimburse the County \$28,300.00 for the installed conduit “materials”. Note the County did not install the infrastructure in Quemazon or Hawks Landing so there would not be a similar agreement between the County and LANet providing clarity of title. (See Index of Documents)

III. Transparency

The County wants this process to be as open and transparent as possible. To that end, I would like to bring this matter to the County Council in a public meeting to explain the issues outlined above, show all the documentation, and explain why steps must be taken to establish clear and marketable title before proceeding with negotiations to purchase the property offered. If we can come to agreement on the path to resolve this issue, we could announce that to Council together.

Note that this is the first step in pursuing this transaction, if we can overcome the title issue there will be additional issues, as there are in any complex business transaction, before any closing occurs. Issues surrounding LANet’s Franchise Agreement with the County will also need to be addressed along the way. As with all our development partners, the County will work in good faith with LANet to resolve any issues as soon as reasonably possible. LANet’s good-faith cooperation is also crucial to the timely resolution of this matter.

IV. Community Broadband Project

The County shares the same goal as stated by LANet “a solution that benefits the community, protects residents from unnecessary disruption, and strengthens the long-term success of the broadband project.” Simultaneously, the County has a fiduciary duty toward the use of public funds and that requires due diligence to ensure that its expenditures are valid and lawful. The County is committed to these common goals and remains committed to working in good faith to reach them.

Please let me know when you would like to meet and discuss a path forward to resolve this issue of ownership of the infrastructure assets in Quemazon and Hawks Landing.

Sincerely,



Anne W. Laurent
County Manager

Attachment: Index of Documents

cc: Los Alamos County Council

Allan Saenz, President
Los Alamos Commnet, Inc.
February 17, 2026

INDEX OF ATTACHMENTS

- 1999 Quemazon Phase I Plat, Notes Section enlarged
- 1999 Quemazon Phase II Plat, Notes Section enlarged
- 2003 Quemazon Phase III Plat, Notes Section enlarged
- 2001 Hawks Landing Plat, Notes Section enlarged
- Memorandums from 2002, 2010 and Network Specifications
- Google Earth Map of Hawks Landing with conduit route highlighted
- 2013 Joint Construction Agreement

PLAT

Document #

141476

Book

7

Page

57

Surveyor (Grantor)

DAWSON SURVEYS

Owner (Grantee)

QUEMAZON LLC

Lot

Tract

Subdivision

QUEMAZON I

Date

9/15/1999

Time

2:11 PM

Envelope

185A2

ADD

ENTIRE SUBDIVISION - CORRECTED

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that the Undersigned Owners have made a subdivision as shown hereon of Parcel B, Tract 2, and Wood Lot, Los Alamos County, New Mexico, the plats of which are filed for record in the office of the County Clerk of Los Alamos County, New Mexico, in Plat Book 6, Page 85, on the 24th day of July, 1998; that the Subdivision is made with the free consent and in accordance with the desires of the owners and proprietors. Said subdivision is named and shall be known as Quemazon Communities, Phase 1.

DEDICATION

Streets and rights-of-way shown hereon are hereby granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated to public use.

Tracts A, G, I, K and M, shown hereon are hereby granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated to the public use as permanent open space, subject to easements shown.

Tract L shown hereon is hereby granted in fee simple to the Owners of Lots 129 through 159, their successors and assigns, for use as permanent open space, subject to easements shown.

Tracts A1, A2, and B though F, N AND P, shown hereon are granted in fee simple to the Quemazon Communities Homeowners Association, subject to easements shown.

Tracts H and J, shown hereon are granted in fee simple to the owners of Lots 44 through 52, and Lots 57 through 64, subject to easements shown.

The private sanitary sewer easements (PSSE) shown hereon, are granted to the dominant estate for the purpose of installing, operating and maintaining the private sanitary sewer or forcemain, including access for such activities. Other than said activities, the PSSE's are to remain in their natural state. SEE TABLE OF DOMINANT AND SERVICIENT ESTATES THIS PAGE.

There is no direct vehicular access allowed from lots 83, 86, 87, 90, 111, 114, 115, 118, 119, 122, 123, & 125 to Quemazon.

There is no direct vehicular access allowed from lots 96, 97, 100, 101, 104, 105 to Brisa del Bosque.

There is no direct vehicular access allowed from lots 107, 110 to Tranquillo.

There is no direct vehicular access allowed from lots 81, 84 to Sinuoso.

Private and emergency vehicle access (PAUE) are hereby granted for public utility use, emergency vehicle use & for common private access in favor of the lots containing common PAUE's.

Public access & utility easement (AUE) are hereby granted for public use.

EASEMENTS

UTILITY EASEMENTS: Public utility easements shown hereon are granted to the County of Los Alamos, its successors and assigns. Private utility easements shown hereon are granted to the Quemazon Homeowners Association their successors and assigns. The easements include but are not limited to the right to install, construct, operate, maintain, repair, replace, relocate and remove public utility type facilities and the right of ingress and egress and the right to remove any structures, vegetation, rocks or other obstructions as may reasonably appear necessary.

DRAINAGE EASEMENTS: The areas designated hereon as drainage easements are hereby granted to the County of Los Alamos, its successors and assigns and are reserved for that purpose. Said easements are for the drainage of surface waters, including the effects of saturation, percolation, and erosion resulting there from. The owner of any lot or tract burdened by these easements shall keep the easement way within such lot or tract free from any structures, plantings and other material which might reasonably change the direction or retard the flow of surface waters within the easement way.

LANDSCAPE AND SIGNAGE EASEMENT: The areas designated hereon as landscape & signage easement are hereby granted to the Quemazon Homeowners Association their successors and assigns said easement are for landscape and sign installation.

OWNERS: QUEMAZON, LLC.

Sidney Singer
BY: SIDNEY SINGER, MANAGING PARTNER

Roger E. Waterman
ROGER E. WATERMAN, MANAGING PARTNER

State of New Mexico
County of Los Alamos
The foregoing instrument was acknowledged before me this 15 day of September, 1999
by

My commission expires: 9/15/03

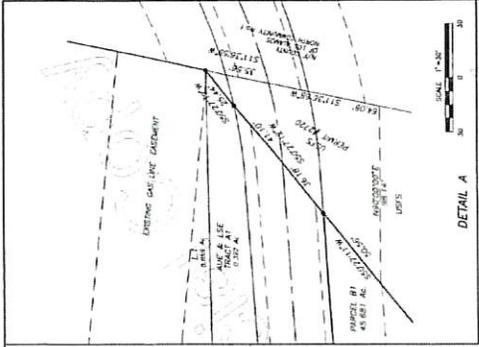
Blonia Castillo
Notary Public

APPROVALS

This plat is hereby approved as of this 15 day of SEPTEMBER, 1999 in accordance with a resolution of the County Planning Commission, Incorporated County of Los Alamos, State of New Mexico.

Blonia Castillo
CHAIRMAN - County Planning Commission

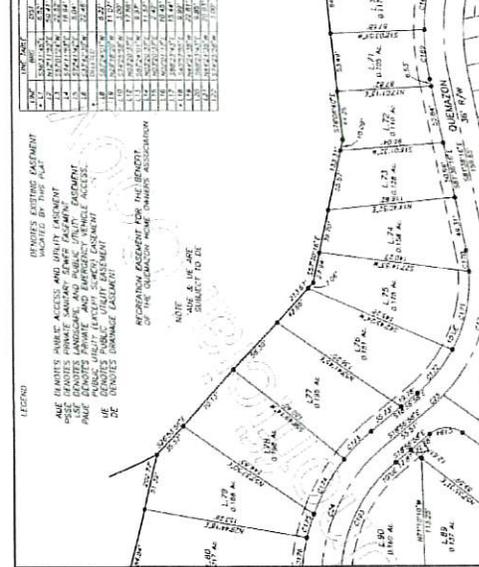
Roger E. Waterman
SECRETARY - County Planning Commission



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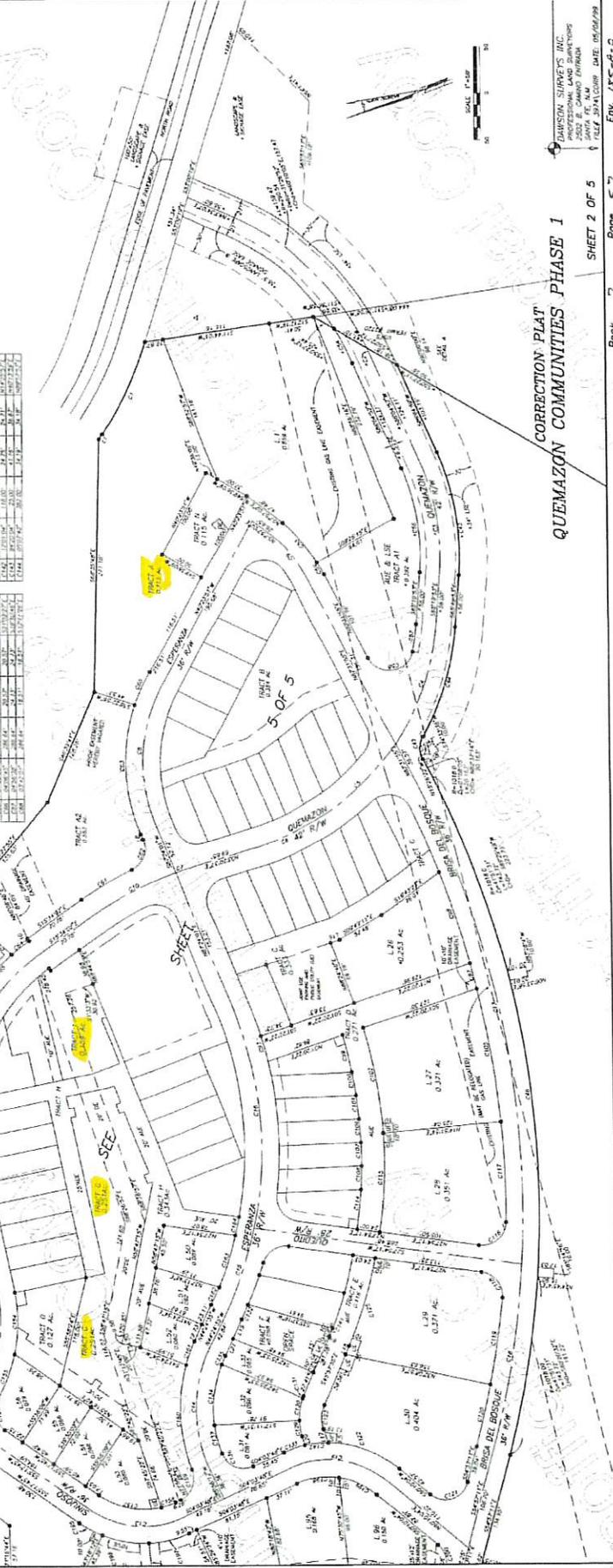
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LEGEND

- INDICATES EASEMENT
- INDICATES PUBLIC ACCESS AND UTILITY EASEMENT
- INDICATES PRIVATE ACCESS AND UTILITY EASEMENT
- INDICATES PRIVATE AND PUBLIC ACCESS
- INDICATES PUBLIC UTILITY EASEMENT
- INDICATES DAMAGE EASEMENT

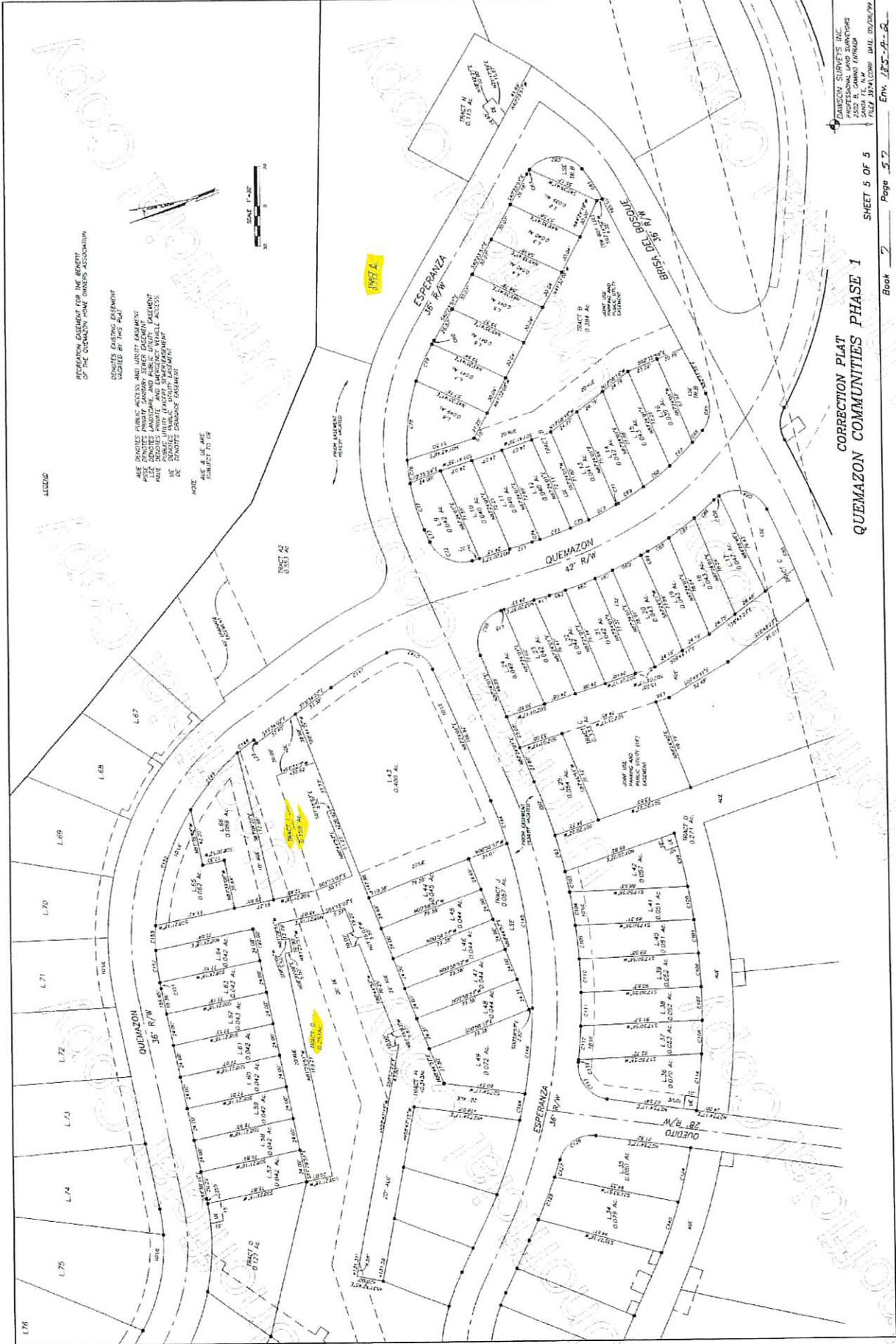
NOTE: SEE SHEET TO THE RIGHT FOR THE REMAINING PARTS OF THE SUBDIVISION.



CORRECTION PLAT
QUEMAZON COMMUNITIES PHASE 1

JAMISON SURVEYS, INC.
PROFESSIONAL LAND SURVEYORS
2000 E. 10TH AVENUE, SUITE 100
DENVER, CO 80202
PHONE: 303.733.1111
FAX: 303.733.1112
WWW.JAMISONSURVEYS.COM

SHEET 2 OF 5
Page 7
Book 7
Env. 155-1-5



RECREATION EASEMENT FOR THE BENEFIT OF THE QUEMAZON HOME OWNERS ASSOCIATION

DENOTES EXISTING EASEMENT LOCATED BY THIS PLAT

ALL TRACED PUBLIC ACCESS AND UTILITY EASEMENTS ARE TO BE MAINTAINED AND KEPT OPEN AND ACCESSIBLE AT ALL TIMES. PRIVATE AND EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES. ALL EASEMENTS SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.

NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES.



DAWSON SURVEYS, INC.
PROFESSIONAL LAND SURVEYORS
SANTA FE, N.M.
FILE # 8741 (2008) JUL 10/2009

CORRECTION PLAT
QUEMAZON COMMUNITIES PHASE 1

SHEET 5 OF 5

Book 7 Page 57 Env. J.E.S.-A-8

PLAT

Document #

141783

Book

7

Page

60

Surveyor (Grantor)

DAWSON SURVEYS

Owner (Grantee)

QUEMAZON LLC

Lot

Tract

Subdivision

QUEMAZON 2

Date

10/12/1999

Time

3:17 PM

Envelope

186B2

ADD

ENTIRE SUBDIVISION

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that the Undersigned Owners have made a subdivision as shown hereon of Parcel B2 Quemazon Communities Phase 1, Los Alamos County, New Mexico, the plats of which are filed for record in the office of the County Clerk of Los Alamos County, New Mexico, in Plat Book 7, Page 41, on the 12th day of February, 1999; that the Subdivision is made with the free consent and in accordance with the desires of the owners and proprietors. Said subdivision is named and shall be known as Quemazon Communities, Phase 2.

DEDICATION

Streets and rights-of-way shown hereon are hereby granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated for use by the general public.

Tracts A, and B, shown hereon are hereby granted in fee simple to the Quemazon Communities Master Association, its successors and assigns, and are hereby dedicated for use by the general public as permanent open space, subject to easements shown.

Tract C, "Tot Lot" will be constructed by the developer is hereby granted in fee simple to the Quemazon Communities Master Association for ownership and maintenance. Tract C and the recreational equipment to be accessible for the intended use by the general public.

Private and emergency vehicle access (PAVE) are hereby granted for public utility use, emergency vehicle use & for common private access in favor of the lots containing common PAVE's.

Public access & utility easement (AUE) are hereby granted for use by the general public.

UTILITY AND DRAINAGE EASEMENTS

Utility and drainage easements as shown hereon are granted to Los Alamos County for the purpose of installing, operating and maintaining the following utilities by the County or any company authorized to be in the County right-of-way: Electric, water, gas, storm and sanitary sewers, drainage, telephone and cable television, together with the right of ingress and egress (both surface and subsurface) for crews and machinery and the right to trim or remove vegetation or obstructions interfering therewith.

OWNERS: QUEMAZON, LLC.

Sidney Singer
BY: SIDNEY SINGER, MANAGING PARTNER

Roger E. Waterman
ROGER E. WATERMAN, MANAGING PARTNER

State of New Mexico
County of Los Alamos
The foregoing instrument was acknowledged before me this 11 day of October, 1999
by

My commission expires: _____
Notary Public

APPROVALS

This plat is hereby approved as of this 8 day of OCTOBER, 1999 in accordance with a resolution of the County Planning Commission, Incorporated County of Los Alamos, State of New Mexico.

Don Oldland CHAIRMAN - County Planning Commission
John Anderson SECRETARY - County Planning Commission

STATE OF NEW MEXICO) ss
COUNTY OF LOS ALAMOS)

I hereby certify that this instrument was filed for record as Document No. 141783
on the 12th day of October, 1999 at 3:17 o'clock, P. M. and duly recorded in Plat
Book 7 Page 60 of the records of said County.

Nita K Taylor
COUNTY CLERK

BY: Neel Nichols
DEPUTY

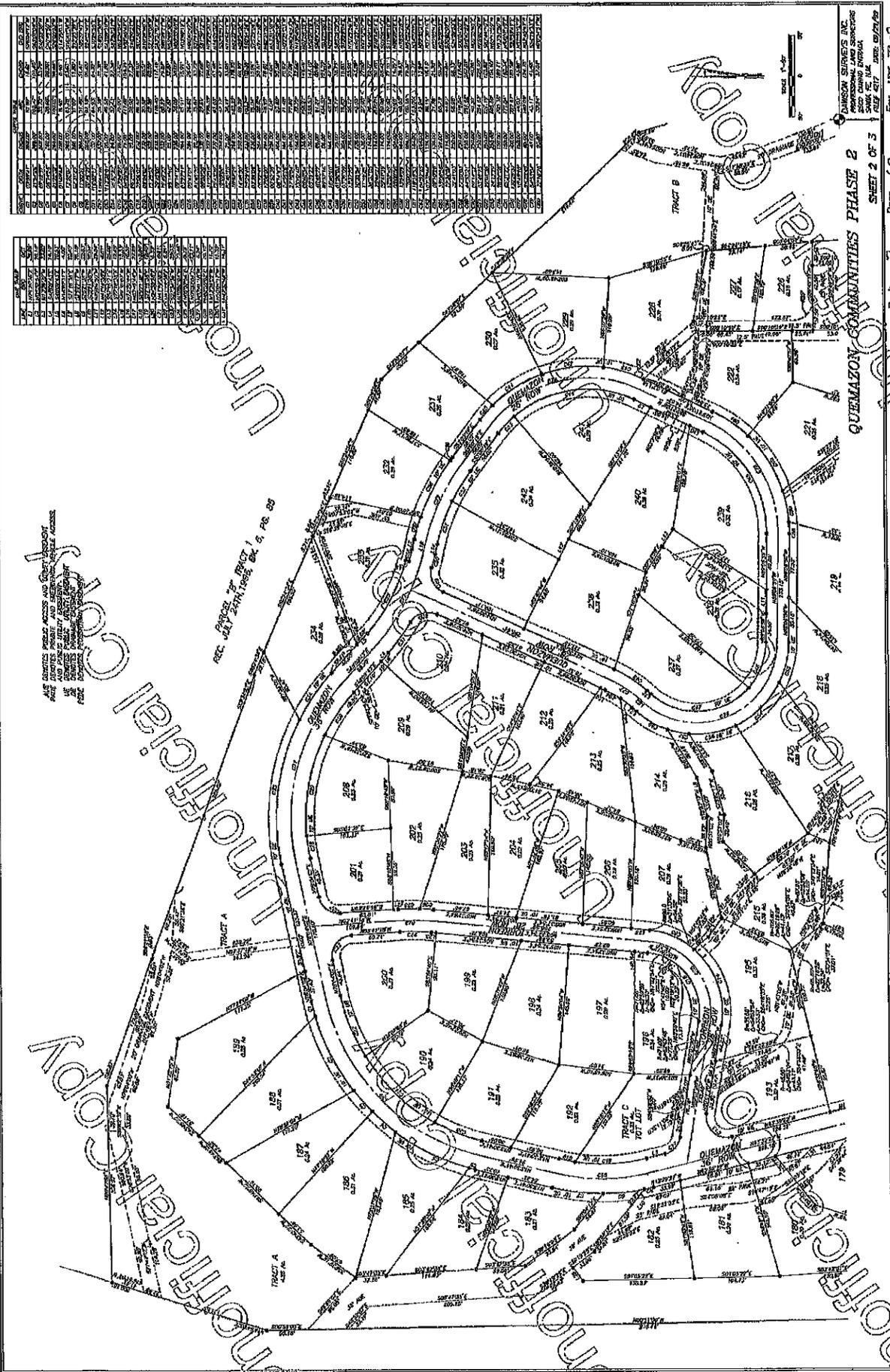


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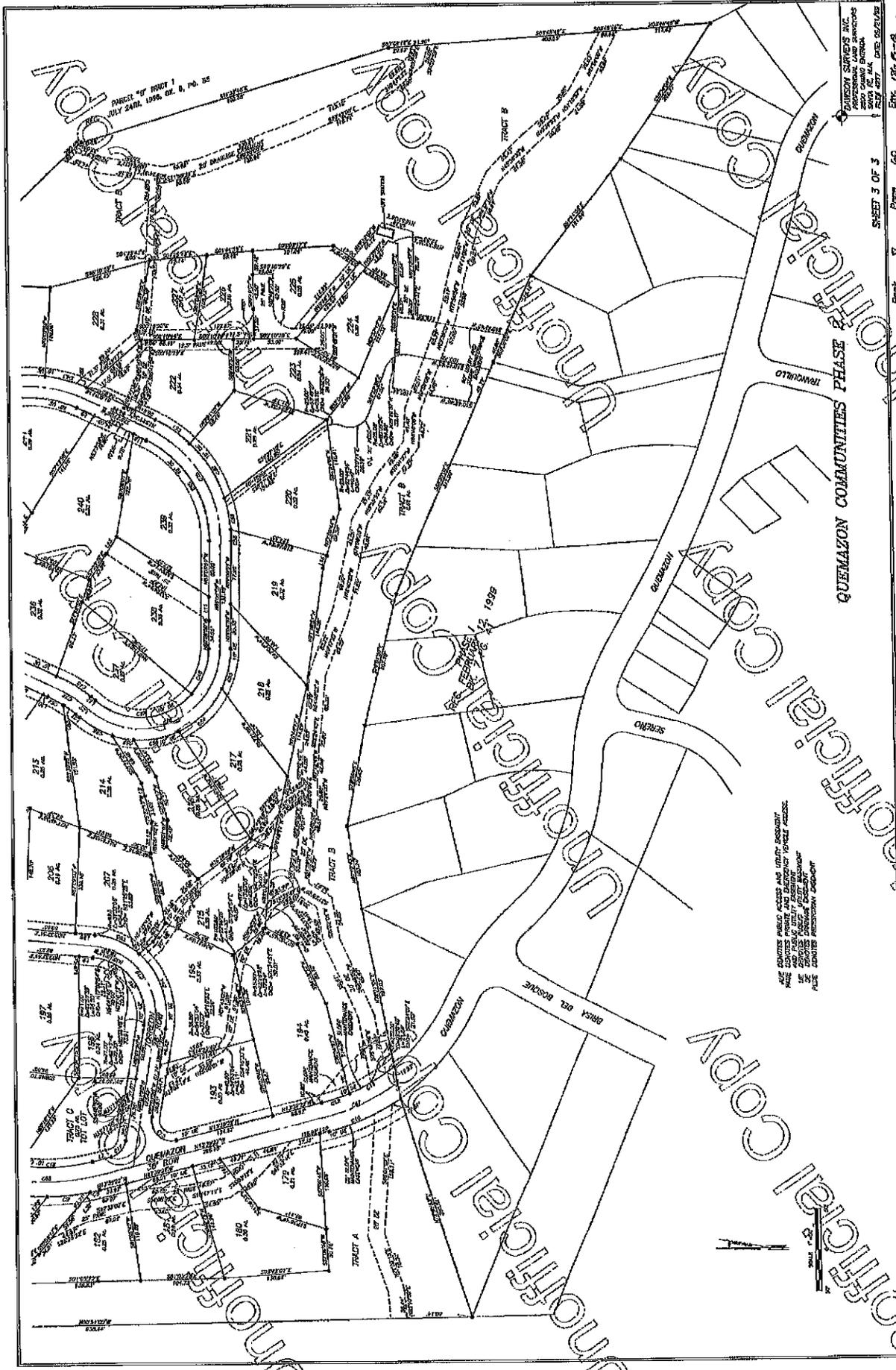
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ALL RIGHTS RESERVED AND CANNOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

REC. BOOK 77, PAGE 1, P. 29
 REC. 107, 201, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300



QUETZAL COMMUNITIES PHASE 2
 SHEET 2 OF 3
 DANKON SURVEY'S INC.
 2500 CHANDLER AVENUE
 SUITE 100
 IRVING, TEXAS 75039
 REC. BOOK 77, PAGE 1, P. 29
 REC. 107, 201, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300



PROJECT BY TRACT 1001
 JULY 24TH, 1996, CH. 8, P. 35

QUEMAZON COMMUNITIES PHASE 2
 PLATTING AND SUBDIVISION
 2000 CHINO BLVD
 SUITE 100
 RIVERSIDE, CA 92507
 ENC. 1284-01-A

Book 9 Page 60
 SHEET 3 OF 3

ALL DISTRICT PUBLIC ACCESS AND TRAIL ACCESS
 ARE SUBJECT TO THE EXISTING AND FUTURE
 PLANNING AND DEVELOPMENT OF THE
 PROJECT AND THE CITY OF RIVERSIDE.
 PLEASE CONTACT THE CITY OF RIVERSIDE
 PLANNING DEPARTMENT FOR MORE INFORMATION.

PLAT

Document # 164070

Book 110

Page 266

Surveyor (Grantor) DAWSON SURVEYS

Owner (Grantee) QUEMAZON LLC

Lot _____

Tract _____

Subdivision QUEMAZON 3

Date 1/9/2003

Time 10:47 AM

Envelope 244A4

ADD ENTIRE SUBDIVISION

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that the Undersigned Owners have made a subdivision as shown hereon of Parcel B1, Quemazon Communities Phase 1, Los Alamos County, New Mexico, the plats of which are filed for record in the office of the County Clerk of Los Alamos County, New Mexico, in Plat Book 7, Page 57, on the 15th day of September, 1999; that the Subdivision is made with the free consent and in accordance with the desires of the owners and proprietors. Said subdivision is named and shall be known as Quemazon Communities, Phase 3.

DEDICATION

Streets and rights-of-way shown hereon are hereby granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated for use by the general public.

Upon acceptance of this subdivision by Los Alamos County, Tracts F, G and H through L, shown hereon will be granted in fee simple to the Quemazon Communities Master Association (QCMA), its successors and assigns, and are hereby dedicated for use by the general public as permanent open space, subject to easements shown.

UTILITY AND DRAINAGE EASEMENTS

The undersigned owner(s) hereby grant utility easements (UE) as shown hereon, to the Incorporated County of Los Alamos, its successors and assigns, for the purpose of installing, operating, and maintaining the following utilities by the County or any company authorized to be in the County right-of-way: electric, gas, sanitary sewer, telephone, communications, cable television, water and or any similar utility services the County shall authorize to be in the right-of-way. The easement includes the right to ingress and egress, (both surface and subsurface) for crews and machinery, and the right to trim or remove vegetation or obstructions interfering therewith.

The hatched portion shown hereon of the existing easement granted by book 7, page 57, is hereby vacated.

The undersigned owner(s) hereby grant drainage easements (DE) as shown hereon to the Incorporated County of Los Alamos. Said easements are for the drainage of surface water, including the effects of saturation, percolation, and erosion. The County of Los Alamos shall have the right to enter upon the drainage easement for the purpose of maintaining and improving the drainage-way, equipment, devices, or storm drains constructed therein. The owner of the property burdened by this easement shall keep the easement way free from any structure, planting or other material that will interfere with the flow of surface waters.

The undersigned owners, their successors and assigns, shall not construct or maintain any improvements, or other obstructions in or on the easements granted by this document without the express written consent of the County. This grant of easement shall be binding upon the undersigned owners, their successors and assigns.

PRIVATE DRAINAGE EASEMENTS

The undersigned owner(s) hereby grant private drainage easements (PDE) as shown hereon to the Owners of the Lots and Tracts shown in the PDE table of Dominant and Servient Tenements to the left, (Owners) their successors and assigns. Said easements are for the drainage of surface water, including the effects of saturation, percolation, and erosion. The Dominant Tenement shall have the right to enter upon the drainage easement for the purpose of maintaining and improving the drainage-way, equipment, devices, or storm drains constructed therein. The owner of the property (Servient Tenement) burdened by this easement shall keep the easement way free from any structure, planting or other material that will interfere with the flow of surface waters. This grant of easement shall be binding upon the undersigned owners, their successors and assigns.

OPEN SPACE AND PEDESTRIAN EASEMENTS (OSPE) will be granted, subject to other easements shown hereon, to Quemazon Communities Master Association, their successors and assigns, for the purpose of preserving OSPE lands for the benefit and enjoyment of the public in perpetuity.

OWNERS: QUEMAZON, M.C.

Sidney Singer
BY: SIDNEY SINGER, MANAGING PARTNER

Roger E. Waterman
ROGER E. WATERMAN, MANAGING PARTNER

Notary Public

State of New Mexico
County of Los Alamos
The foregoing instrument was acknowledged before me this 9th day of January, 2003.
by

September 10, 2006
My commission expires:

Barbara McNeill
OFFICIAL SEAL
BARBARA MCNEILL
Notary Public - State of New Mexico
My Commission Expires: September 10, 2006

APPROVALS

This plat is hereby approved as of this 9th day of January in accordance with a resolution of the County Planning Commission, Incorporated County of Los Alamos.

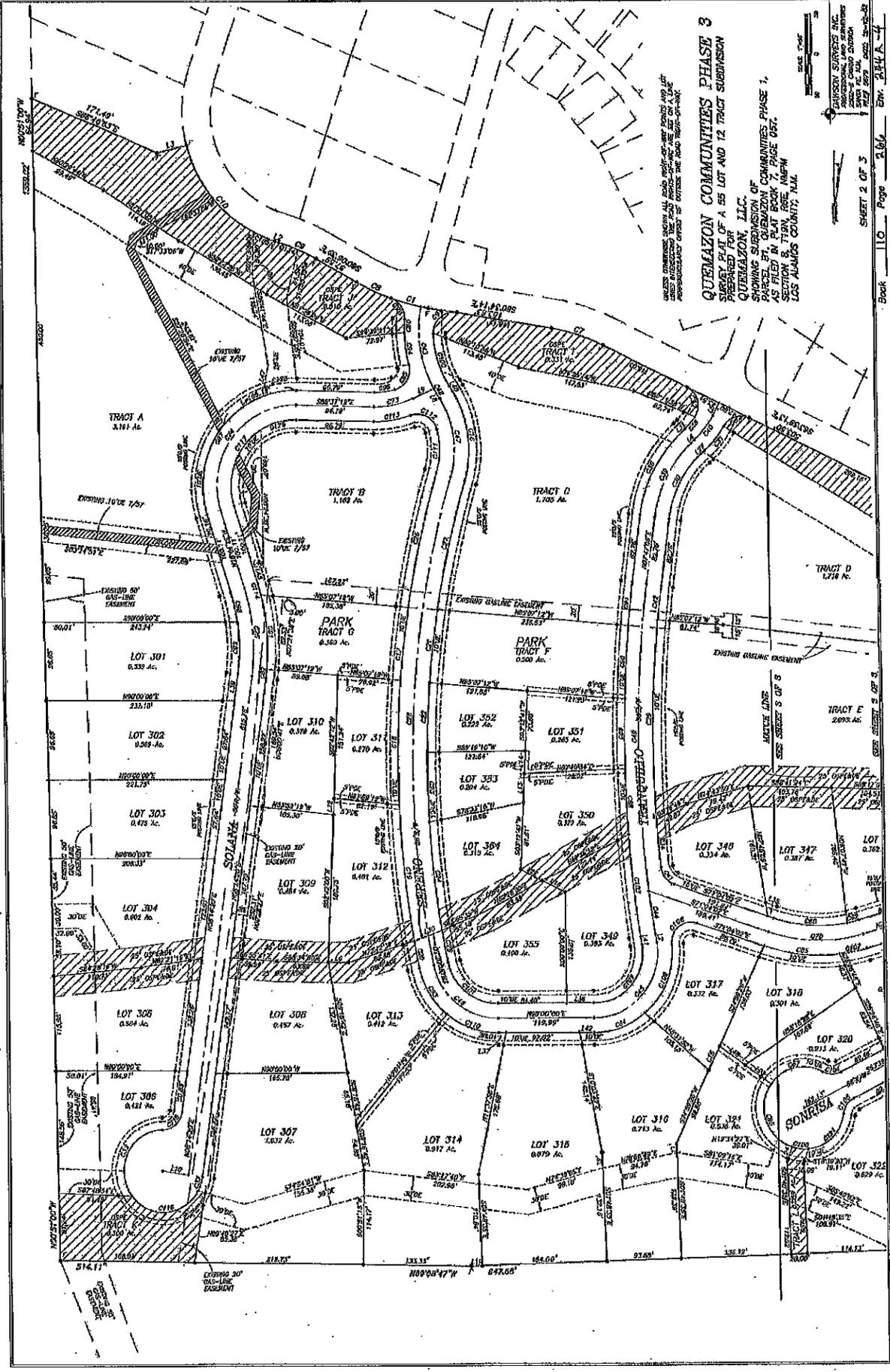
Boyer A. Carden
CHAIRMAN - County Planning Commission

Kelly Carpenter
SECRETARY - County Planning Commission

QUEMAZON COMMUNITIES PHASE 3

SUBJECT PLAT OF A 55 LOT AND 10 TRACT SUBDIVISION

12
EZ



QUEMAZON COMMUNITIES PHASE 3
 SUBDIVISION OF A 55 LOT AND 12 TRACT SUBDIVISION
 PREPARED FOR:
 QUEMAZON, LLC.
 SHOWING SUBDIVISION OF
 PARCEL 57, QUEMAZON COMMUNITIES PHASE 1,
 AS FILED IN PLAT BOOK 7, PAGE 057,
 SECTION 8, T10N, R05E, N15W
 LOS ANGELES COUNTY, N.M.

SHEET 2 OF 3
 Book 10 Page 366
 Env. 244A-4

GENERAL NOTES

THIS PLAN IS BEING PREPARED FOR THE DEVELOPMENT OF THE PROPERTY SHOWN HEREON AS A SUBDIVISION OF THE LANDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND IS SUBJECT TO THE APPROVAL OF THE COUNTY ENGINEER AND THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA.

THE PROPERTY SHOWN HEREON IS THE PROPERTY OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND IS SUBJECT TO THE APPROVAL OF THE COUNTY ENGINEER AND THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA.

APPROXIMATE

This plan is being prepared for the development of the property shown hereon as a subdivision of the lands of the County of Los Angeles, California, and is subject to the approval of the County Engineer and the County Clerk of Los Angeles County, California.

APPROVED

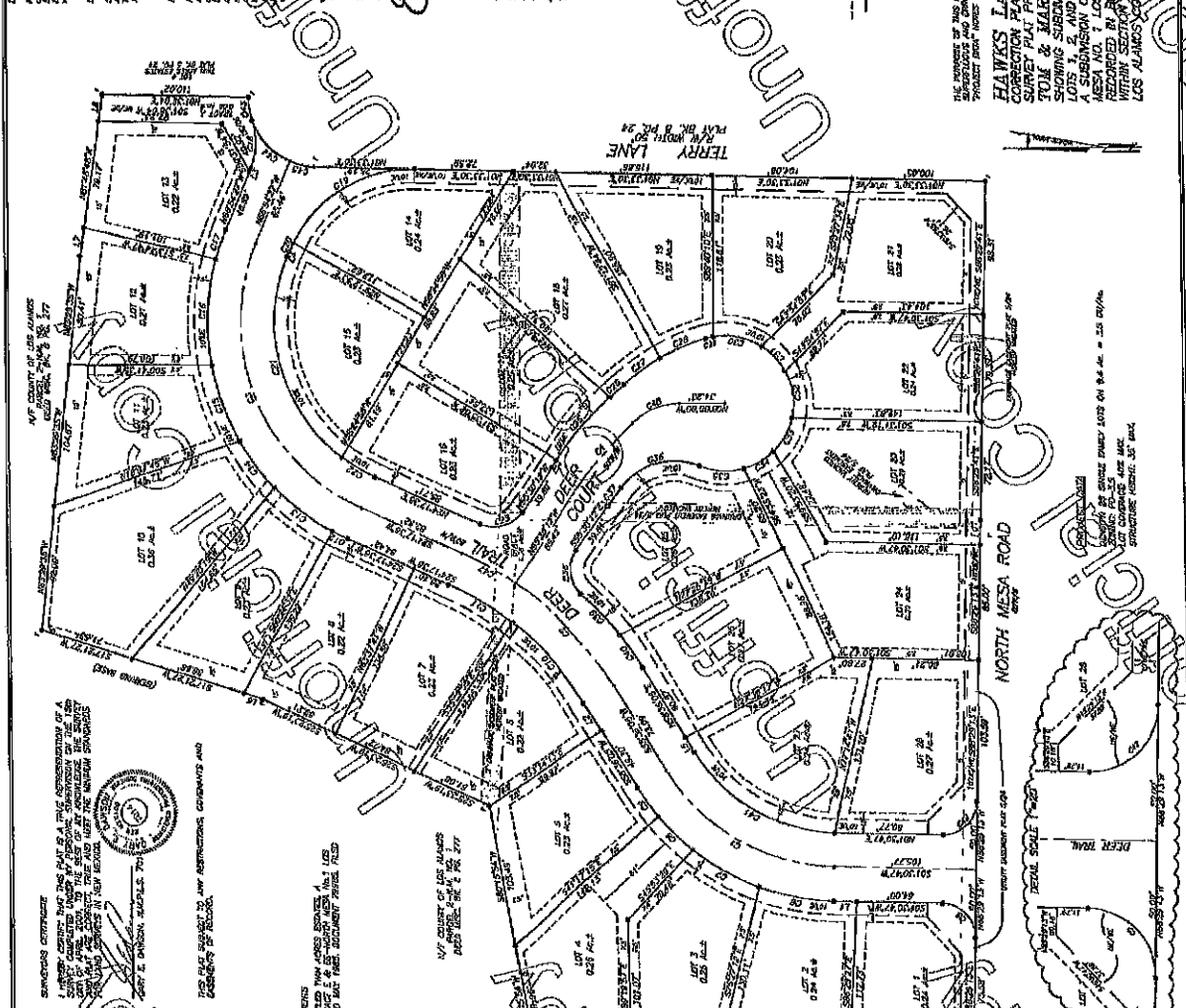
THE COUNTY ENGINEER HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.

APPROVED

THE COUNTY CLERK HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.

APPROVED

THE COUNTY CLERK HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.



REFERENCE DOCUMENTS

THE FOLLOWING DOCUMENTS HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.

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HAWKS LANDING

THE PROPERTY SHOWN HEREON IS THE PROPERTY OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND IS SUBJECT TO THE APPROVAL OF THE COUNTY ENGINEER AND THE COUNTY CLERK OF LOS ANGELES COUNTY, CALIFORNIA.

APPROVED

THE COUNTY ENGINEER HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.

APPROVED

THE COUNTY CLERK HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.

APPROVED

THE COUNTY CLERK HAS REVIEWED THIS PLAN AND FINDS IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, CHAPTER 462, CALIFORNIA STATUTES, AS AMENDED, AND THE LOCAL ORDINANCES OF LOS ANGELES COUNTY, CALIFORNIA.

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that the Undersigned Owners have made a subdivision as shown hereon of Lots 1, 2, and 3, Twin Acres Estates, a subdivision of Tract E & Tract EE-North Mesa No. 1, said lots are filed for record in the office of the County Clerk of Los Alamos County, New Mexico in Plat Book 5, Page 24 and that the Subdivision is made with the free consent and in accordance with the desires of the owners and proprietors.

DEDICATION

Streets and rights-of-way shown hereon are granted in fee simple to the County of Los Alamos, its successors and assigns, and are hereby dedicated to public use. TRACT A, shown hereon is granted in fee simple to the Hawks Landing Homeowners Association, its successors and assigns, subject to the easements shown.

EASEMENTS

PUBLIC UTILITY AND DRAINAGE EASEMENTS: (UE, DE) are granted to the County of Los Alamos, its successors and assigns, for the purpose of installing, constructing, operating, and maintaining the following utilities by the County or any company authorized to be in the County easement: electric, water, gas, storm and sanitary sewers, drainage, telephone and cable television, together with right of ingress and egress (both surface and subsurface) for crews and machinery, and the right to trim or remove vegetation or obstructions interfering therewith.

WALL AND LANDSCAPE EASEMENTS (WE) are granted to Hawks Landing Homeowners Association, its successors and assigns, for the purpose of constructing and maintaining a perimeter wall, installing and maintaining landscaping, together with right of ingress and egress for crews and machinery.

OWNER(S)

Tom Netuschil Maryann Netuschil HAWKS LANDING, LLC
Tom Netuschil Maryann Netuschil

STATE OF NEW MEXICO
COUNTY OF LOS ALAMOS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON
BY Tom Netuschil and Maryann Netuschil

Quinn Scott 5/31/04
NOTARY PUBLIC MY COMMISSION EXPIRES:

(SEAL)



APPROVALS

This plat is hereby approved as of this 7th day of May, 2001 in accordance with a resolution of the County Planning and Zoning Commission, Incorporated County of Los Alamos.

Roger A. Condon
CHAIRMAN
County Planning and Zoning Commission

Kelly Carpenter
SECRETARY

Quemazon

Limited Liability Company
195 East Road Los Alamos, NM 87544

P. O. Box 250 Los Alamos, New Mexico 87544 505-662-0620 FAX 505-661-6333

May 28, 2002

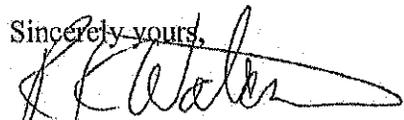
To Whom It May Concern:

About two years ago, Quemazon LLC asked Bill Cabral (Los Alamos Community Network) to design and install a communications network in our 400-lot subdivision, Quemazon Communities. After considering a variety of "last-mile" options, he wisely decided to deploy a fiber-to-the-home fast Ethernet system, which is now installed in two of the three phases of our development.

Building a network in a subdivision under development -- and after a major forest fire -- is fraught with difficulties that are compounded by backhoes that have an insatiable appetite for buried cable. Nevertheless, Bill was able to install the network at about the anticipated cost and has been able to connect users as they have occupied their homes. The penetration rate is very, very high and customers are quite satisfied with his work and his management of the network.

Soon, we will begin construction of the third phase of our development and look forward to working with Bill to complete the communications network at Quemazon Communities. We have every expectation that he will continue the solid, reliable, and cost-effective work he has done for us in the past.

Sincerely yours,



Kent Waterman
Managing Member

Specifications for Fiber Conduit

The underground conduit shall consist of 2" conduit buried 3' deep in roadways in a daisy chain fashion down streets with conduit coming to the surface once per every two lots. All conduit will be 2" Electrical Grade PVC Schedule 40. All elbows will have a radius no less than 36" and no more than 5 elbows will be used between surface penetrations. Conduit should run down middle of street. At street intersections conduit will tee in at one of the surface penetrations where there will be three conduits surfacing in one location instead of the usual two.

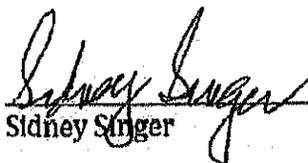
Memorandum

To: Los Alamos Community Network, Inc.
From: Sidney Singer and Roger Waterman
Subject: Network at Quemazon Communities
Date: September 28, 2010

This memorandum confirms the earlier conveyance of network hardware from Quemazon Communities LLC, who purchased the hardware, to Los Alamos Community Network, Inc. The hardware includes:

- All electronic equipment, associated cabling, and related power conditioning equipment
- All fiber optic cables and conduit in the Vault and in the road easements
- Access to and use of the conduit, subject to local ordinance.

The conveyance included any ownership by Quemazon Communities LLC in the Vault, and access to and use of the Vault.


Sidney Singer

co-manager of Quemazon Communities LLC

10/4/10


Roger Waterman

co-manager of Quemazon Communities LLC

10/5/10

**AGREEMENT [TBD]
FOR
JOINT CONSTRUCTION
SPECIFIC JOB CONSTRUCTION**

THIS AGREEMENT (the "Agreement") is entered into as of [TBD] ("Effective Date") between Los Alamos Network, Inc, a New Mexico corporation ("Los Alamos Network"), and Incorporated County of Los Alamos, a political subdivision of the state of New Mexico ("County") having all powers possible for a county or a municipal corporation under the constitution and laws of the state of New Mexico..

The Parties hereby agree as follows:

I. JOINT CONSTRUCTION TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1.** "Schedule" means a written instrument made part of the Agreement describing Work, including price, specifications, warranty terms and related shipping and delivery instructions, and sometimes referred to as a "Statement of Work". Schedules may be added, deleted or modified as agreed in writing and executed by the parties.

2. TERM:

The term of this Agreement begins on the Effective Date and ends on [TBD] ("Term"). The Agreement will remain in effect for the term of and only with respect to any Schedule or Order that extends longer than the Term.

3. THE PROJECT:

- 3.1.** County intends to perform a construction project, or multiple construction projects, that may be described on one or more Schedules to this Agreement (each referred to as a "Project").
- 3.2.** In connection with the Project, it is necessary or desirable that Los Alamos Network install telecommunications facilities in the area in which the Project will be performed (the "Site") or that Los Alamos Network's existing telecommunications facilities at the Site be moved. The new or moved telecommunications facilities and all associated equipment shall be referred to in this Agreement and any Schedules, as (the "Facilities").
- 3.3.** Los Alamos Network has requested that as part of an individual Project, County, acting through its independent contractor (the "Contractor"), perform certain work in connection with the Facilities on the Site for Los Alamos Network, which work is more specifically described in an Exhibit to the Schedule (the "Work").

4. INVOICES AND PAYMENTS:

4.1. Invoices.

Within 30 days of Contractor providing Work to Los Alamos Network, County will issue an invoice by the method agreed upon by the parties. Each invoice will contain an itemized description of the Work and all applicable charges and taxes. Los Alamos Network will be liable only for undisputed and correct taxes itemized on the invoice for Work to which the taxes relate. County, and its Contractor, are responsible for charging the correct taxes on the applicable invoice other than where Los Alamos Network has provided County a properly completed tax exemption certificate or other evidence of exemption. County, or its Contractor, as applicable, must be registered by the taxing jurisdictions to collect sales and/or use taxes within the states in which Work is provided.

4.2. Payment Due Date; Acceptance of Payment.

Los Alamos Network will pay undisputed invoices in U.S. dollars within 45calendar days of Los Alamos

Network's receipt of a proper invoice. Payment will not constitute acceptance of the applicable Work. If County accepts payment from Los Alamos Network for Work specifically invoiced, County waives any claims that County may have against Los Alamos Network for the Work specifically invoiced.

5. **ACCEPTANCE:**

Acceptance of the Work will be defined on the applicable Schedule.

6. **WARRANTY:**

In addition to any other express or implied obligations under the Agreement, County shall include in its construction contract with Contractor a requirement that Contractor warrants for a period of one (1) year after completion of the Work that all labor, workmanship, components, materials and other parts of the Work will be free from defects in material and workmanship under normal use and service, will be performed in accordance with industry standards and will conform in all respects with the requirements of Los Alamos Network's Specifications (defined on a Schedule). County shall include in its construction contract with Contractor a requirement that Contractor, upon notice from Los Alamos Network, will immediately, at its own expense, correct and remedy any defects in the Work occurring during the Term or during the warranty period whether observed before or after payment for the Work and whether or not the Work is already installed or completed. County shall include in its construction contract with Contractor a requirement that in the event Contractor, fails to promptly correct nonconforming Work, Los Alamos Network may correct the Work itself or hire another contractor to do so and that County's Contractor shall pay for all reasonable and verifiable costs of correction promptly upon demand by Los Alamos Network, it being understood and agreed by the parties that County shall have no liability to Los Alamos Network, nor may County waive its sovereign immunity under the New Mexico Tort Claims Act, §§ 41-4-1, et. seq., NMSA 1978, for any acts or omissions of County's Contractor, being an independent contractor, in the performance of the Work.

7. **LIENS:**

Los Alamos Network reserves the right, at any time during the progress of the Work, to require County, the Contractor and any subcontractor to furnish evidence in form and substance acceptable to Los Alamos Network that all claims, liens and causes of action, if any, for the payment of wages or salaries or the payment of charges for labor, materials, tools, machinery, or supplies have been satisfied, released or settled. County shall include in its construction contract with Contractor a requirement that Contractor provide an affidavit confirming that no liens have been filed on any property associated with the Project.

CONFIDENTIAL INFORMATION: A. The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Los Alamos Network. County and Los Alamos Network agree to the following:

1. **Definitions:**

- a. **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified as confidential.
- b. **Discloser** - the party disclosing Confidential Information.
- c. **Exception** - An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
- d. **Recipient** - the party receiving Confidential Information.

2. **Obligations** - Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable

degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

3. **Termination** - (i) Except as provided in subparagraph (ii) following, upon termination for any reason of the above referenced Agreement, Recipient shall return or destroy all Confidential Information received on behalf of the Discloser. This provision shall apply to Confidential Information that is in the possession of subcontractors, agents, or associates of Recipient. (ii) If Recipient determines that returning or destroying Confidential Information is not feasible, Recipient shall provide to Discloser written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the Confidential Information is not feasible, Recipient shall extend the protections of this Confidential Information Disclosure Statement to such Confidential Information and shall limit further uses and disclosures of such Confidential Information to those purposes that make the return or destruction infeasible, for so long as Recipient maintains such Confidential Information. (iii) The respective rights and obligations of Recipient under this paragraph shall survive the termination of the Agreement of the parties to which this Confidential Information Disclosure Statement attaches.
4. **Choice of Law** - Without regard to conflict of law provisions, this Statement is governed by and shall be construed in accordance with the laws of the State of New Mexico.
5. **Miscellaneous** - Except as otherwise provided in the above-referenced agreement Between County and Los Alamos Network, all Confidential Information provided under the above referenced Agreement is proprietary in nature and belongs to and shall inure to the benefit of the Discloser. Recipient shall not acquire any patent, copyright, mask work, or trademark rights under this Statement. This Statement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, service, or product; does not create any agency or partnership relationship; may be added to or modified only in a writing signed by both parties, supersedes all oral or implied agreements concerning Confidential Information; and may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature transmitted to the other party is effective as if the original was sent to the other party.

8. INDEPENDENT CONTRACTORS:

8.1. Independent Contractor.

This Agreement does not create a partnership, joint venture or similar relationship between the parties and neither party will have the power to obligate the other in any manner whatsoever.

8.2. Agents and Employees.

County shall include in its construction contract with Contractor a provision that states any persons who perform services for under this Agreement will be solely the employees or agents of Contractor under its sole and exclusive direction and control. Contractor is solely responsible for: (a) the hours of work, methods of performance and compensation of its employees and agents; (b) compliance with all federal, state and local rules and regulations including those governing worker's compensation, unemployment, disability insurance and social security withholding for its employees and agents; and (c) all federal and state income taxes for its income derived in connection with the Agreement.

9. INDEMNIFICATION:

- 9.1. Los Alamos Network will indemnify, defend and hold harmless County, its employees and agents from and against all Liabilities arising from or in connection with (a) any act or omission, neglect, negligence,

gross negligence or willful misconduct of Los Alamos Network in connection with the Agreement or (b) any breach by Los Alamos Network of the Agreement.

- 9.2. Prior to the commencement of the Work, County will require the Contractor to agree in writing to indemnify, defend and hold harmless Los Alamos Network, its affiliates and each of their officers, directors, employees and agents from and against all Liabilities arising from or in connection with (a) any personal injuries or property damage received or sustained by any person or property arising in whole or in part in connection with the Work; and (b) any act or omission, neglect, negligence, gross negligence or willful misconduct of the Contractor or any subcontractors in connection with the Work.
- 9.3. No party shall be required to indemnify, defend, or save harmless the other party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the party seeking indemnification.

10. LIMITATION OF LIABILITY:

Except for indemnification obligations, insurance obligations, or breach of any requirements regarding Confidential Information, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss and lost profits, however caused, and regardless of legal theory or foreseeability, directly or indirectly arising under the Contract Documents, even if such party has been apprised of the possibility of the such damages. As for actual and direct damages, the total liability for either party shall not exceed the limitations of liability imposed by the New Mexico Tort Claims Act, §§41-4-1, et. seq., NMSA 1978 as follows: \$400,000 per person bodily injury and \$750,000 per occurrence liability. In the case of property damage, the parties' limitation shall be \$200,000 per damage or destruction to a single person or entity, with Century Link accepting for its own limit of liability these statutory imposed limitations as well. County shall include in its construction contract with Contractor the following language:

Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section are a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured and provide that County will be notified no less than 30 days in advance of cancellation.

1. *[General Liability Insurance. \$2,000,000 combined single limit per occurrence.]*
2. Workers' Compensation. In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. *[Professional Liability Insurance: \$2,000,000. Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.]*
4. Automobile Liability Insurance for Contractor and its employees: An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement. [TJ: If you find in further discussions with the County this limit is also at \$2M, please add]

11. TERMINATION; CANCELLATION:

11.1. Notice.

Either party may terminate this Agreement (including its Schedules), in whole or in part, for its convenience with 30 days prior written notice. County will be entitled to payment for Work accepted and

received by Los Alamos Network as of the date of termination as well as for work upon a Quantum Meruit basis or which may unjustly enrich Los Alamos Network, even if not accepted and received by Los Alamos Network as determined by a court of competent jurisdiction. Los Alamos Network will have no other liability arising out of termination of this Agreement or a Schedule.

11.2. Breach.

Either party may terminate this Agreement (including its Schedules), in whole or in part, by written notice to the other if the other party breaches this Agreement and fails to cure such breach to the non-breaching party's satisfaction within 30 days of written notice specifying the breach.

11.3. Pre-Termination Obligations.

Expiration or termination of this Agreement (including its Schedules) will not relieve either party from its obligations arising hereunder prior to such expiration or termination.

12. DISPUTE RESOLUTION:

12.1. Forum and Governing Law.

12.2. A party must bring any legal proceeding arising out of, or relating to this Agreement, in a New Mexico United States District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction in the First Judicial District of the state of New Mexico. This Agreement is governed under the laws of the State of New Mexico without reference to its choice **Waiver of Jury Trial and Class Action.**

Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

12.3. Provision of Work.

County agrees that in the event of any dispute between the parties, it will continue to provide Work without interruption.

13. MISCELLANEOUS:

13.1. Compliance with Laws and Policies.

- (a) County shall include in its construction contract with Contractor a requirement that Contractor will obtain, at its expense, all permits and licenses, bonds, and other necessary legal authority, pay all fees, and comply with all federal, international (if applicable), state and local laws, ordinances, rules, regulations and orders applicable to County or County's performance hereunder including the Communications Act and orders of the Federal Communications Commission.
- (b) County shall notify Los Alamos Network in writing if it, or any of its employees, agents or subcontractors, believes that any part of the Work or any requirements contained in any of the Documentation violates any law.

13.2. County agrees to adhere to County's code of conduct or own similar standards.

13.3. Remedies; Future Projects.

No remedy specified in this Agreement will limit the parties other rights and remedies arising in connection with the Agreement, at law or in equity. Los Alamos Network's participation in the Project pursuant to this Agreement shall not be construed as an agreement to participate in any future projects.

13.4. Records and Audits.

County will maintain complete and accurate records with respect to the Work, including all charges associated with this Agreement and the portion of the Work performed by its independent contractors, in accordance with its Records Information Management and Retention policies. Los Alamos Network, or its designee, may inspect, audit and make copies of such records, for Los Alamos Network's retention, on reasonable notice.

13.5. Assignment and Delegation.

The rights and obligations of each party will be binding upon and inure to the benefit of its successors and

permitted assigns. County may not assign or delegate its rights or obligations under this Agreement (including its Schedules), in whole or in part, without the prior written consent of Los Alamos Network, which consent shall not be unreasonably withheld. Any attempted assignment or delegation by County without Los Alamos Network's prior written consent shall be null and void. Los Alamos Network may assign this Agreement (including its Schedules), in whole or in part, without the consent of County: (a) to any Affiliates of Los Alamos Network, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as Los Alamos Network deems appropriate in connection with any regulatory requirements. Los Alamos Network may delegate its rights and obligations under this Agreement (including its Schedules) in whole or in part, without the consent of County.

13.6. Notices.

Each party will send notices to the addresses stated below each party's signature. Notice will be deemed given: (a) on the 1st day after deposit with an overnight courier, charges prepaid; (b) as of the day of receipt, if sent via first class U.S. Mail, charges prepaid, return receipt requested; and (c) as of the day of receipt, if hand delivered.

13.7. Advertising; Publicity.

County will not use Los Alamos Network's name, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without Los Alamos Network's prior written permission.

13.8. Waiver.

Any waiver by either party of any rights hereunder or of a breach of any provision of this Agreement will not constitute a waiver of any other breach of that or any other provision of this Agreement. Any waiver must be in writing.

13.9. Modifications or Amendments; Interpretation.

Any modifications or amendments to this Agreement must be in writing and signed by both parties. The term "including" in this Agreement means by way of example, not limitation. Headings and subheadings used in this Agreement are for convenience only, and have no substantive meaning. This Agreement will not be construed against the drafting party, it being understood and agreed that both parties have contributed to the drafting of this Agreement. The Parties have read and carefully considered the terms of this Agreement, and agree, after opportunity to consult with legal counsel, that the terms and conditions of the Agreement are fair and reasonable.

13.10. Severability.

The determination that any provision of this Agreement is invalid or unenforceable will not invalidate this Agreement, and this Agreement will be construed and performed in all respects as if such invalid or unenforceable provision was omitted insofar as the primary purpose of this Agreement is not frustrated.

13.11. Force Majeure.

Neither party will be liable to the other party for any delay or interruption of performance resulting from causes beyond its reasonable control. Upon any force majeure, either party may elect to terminate this Agreement or any Schedule or Order or to suspend the Work upon written notice.

13.12. Entire Agreement.

This Agreement and all Schedules, exhibits, amendments, documentation, and specifications referenced in those documents, contain the entire understanding between the parties with respect to the subject matter and supersede all prior oral and written understandings, arrangements and agreements between the parties relating thereto, it being understood and agreed that County will enter into a separate construction contract, pursuant to the County Procurement Code, with an independent contractor for the performance of the Work.

13.13. Survival.

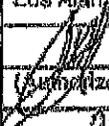
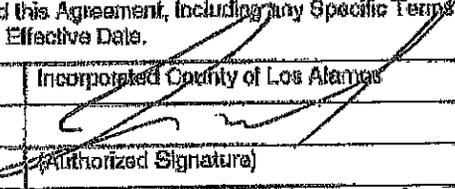
The provisions of this Agreement that by their sense and context are intended to survive the expiration of the Agreement will survive.

13.14. Execution.

The Agreement may be executed by facsimile copy and/or in any number of counterparts, all of which together will constitute one agreement.

Signature Block

The parties, intending to be legally bound, have caused this Agreement, including any Specific Terms and Conditions referenced herein, to be executed as of the Effective Date.

Los Alamos Network, Inc	Incorporated County of Los Alamos
 (Authorized Signature)	 (Authorized Signature)
Allan Scanz (Print or Type Name of Signatory)	JAMES A BRIDE (Print or Type Name of Signatory)
Owner (Title)	ACTING UTILITY MANAGER (Title)
08-14-13 (Execution Date)	8/28/13 (Execution Date)
4711 Quezon Los Alamos Address for Purposes of Notices:	Address for Purposes of Notices:
Attention: Allan Scanz	Phone No: (505) 663-3420
Phone No: (505) 412-6282	Fax No: (505) 662-8005
Fax No: _____	E-Mail Address: james.a.bride@lanetw.us
E-Mail Address: info@losalamosnetwork.com	Contractor's Permit to address: DPU CENTRAL AVENUE LOS ALAMOS, NM 87544

STATEMENT OF WORK NO.

to

AGREEMENT NO.

FOR JOINT CONSTRUCTION

LANetwork - 002

This Statement of Work is attached to and made a part of the most current amended version of the Agreement. In the event that any term of this Statement of Work conflicts with anything contained in the Agreement, except for terms identified in the Agreement as Non-Waivable Terms, this Statement of Work will control for purposes of this Statement of Work only. Unless otherwise defined herein, all capitalized terms in this Statement of Work will have the meanings set forth in the Agreement.

1. **Term.** This Statement of Work will commence as of **TBD** (Effective Date) and will continue through **TBD** (Expiration Date). (Term of statement of work is dependent on County's schedule.)
2. **The Work:**
 - 2.1 The Project is described on **Exhibit A** "The Project" to this Statement of Work, and the "Work Schedule" for the Project is described on **Exhibit B** "Work Schedule".
 - 2.2 County shall, at no cost or expense to Los Alamos Network, prepare and provide to Los Alamos Network engineering drawings, specifications and construction standards for the Project (the "County's Specifications"). County shall choose and pay all costs associated with the Contractor and shall provide to Los Alamos Network at least ten (10) calendar days' prior written notice prior to the beginning of the Project and of the Work. In addition, County shall include in its construction contract with Contractor, a requirement to provide all necessary excavation, bedding, shading, backfill, select backfill, conduit protection, off-Site disposal, and Site restoration for the placement of the Facilities, along with the coordination of other utilities participating in the Project. County shall include in its construction contract with Contractor, a requirement to provide all flagging and traffic control, including uniformed officers when required, for any necessary excavation or work performed by Contractor. County will notify Los Alamos Network of any changes in the Work, and will obtain Los Alamos Network's prior written approval of such changes before commencement of any changes to the Work.
 - 2.3 Within the number of days set forth in the Work Schedule after Los Alamos Network's receipt of County's Specification, Los Alamos Network shall, at no cost or expense to County, prepare and provide to County engineering drawings, specifications, construction standards and quantities pursuant to which the Work must be performed by County's independent contractor ("Los Alamos Network's Specifications"). Los Alamos Network's Specifications shall show in detail the quantity and size of all facilities and equipment to be used by Los Alamos Network that County's independent contractor will install pursuant to this Statement of Work. Los Alamos Network shall notify County in writing of any changes it wishes to make in Los Alamos Network's Specifications, and such changes shall be made, if feasible.
 - 2.4 If the Work includes installation of new vaults and/or conduit, the vaults and conduit shall be owned solely by **Los Alamos Network**, which shall be responsible for all maintenance in connection with the vaults and conduits except for defects covered by the warranty contained in the contract between County and its independent contractor for performance of the work. To the extent that it has the right to do so, upon approval of the Work by Los Alamos Network, County shall grant, provide and/or assign to Los Alamos Network any permits, licenses or approvals required to access, occupy, use or operate the Facilities or any materials or facilities used in connection with the Facilities.
 - 2.5 If the Work involves excavating, County shall include in its construction contract with Contractor, a requirement that Contractor shall notify all utility companies and others who may have underground plant in the vicinity of the Work and obtain appropriate information on the location of all buried cable and utilities prior to performing any Work by notifying New Mexico 811 and complying with New Mexico Excavation Law. County shall include in its construction contract with Contractor, a requirement that Contractor will be responsible for providing all traffic control associated with the installation, relocation, and/or removal of Facilities for which County is responsible pursuant to this Statement of Work.
 - 2.6 County shall include in its construction contract with Contractor, a requirement that Contractor shall obtain any and all licenses, permits and approvals required for the Work.

- 2.7 County shall include in its construction contract with Contractor, a requirement that the Work will be performed in accordance with all applicable federal, state and local laws, rules and regulations and the requirements of whoever owns or has jurisdiction over the rights of way in which the Work is to be performed.
- 2.8 Los Alamos Network shall have the right at all times to observe and inspect the performance of the Work.
- 2.9 To the extent that performance of the Work requires the use or installation of any materials, Los Alamos Network and County will agree in writing as described in Exhibit B Work and Work Schedule who will supply any materials and the costs associated therewith. The materials will be new and shall be of the specific type designated by Los Alamos Network.
- 2.10 County shall include in its construction contract with Contractor, a requirement that Ownership of any materials or equipment supplied by Contractor will transfer to Los Alamos Network upon receipt by Contractor of payment for the Work by Los Alamos Network.
- 2.11 Los Alamos Network and County shall maintain continued coordination regarding the Project, and County shall ensure that the Contractor also participates in the coordination. This coordination shall include but not be limited to a pre-construction meeting. County shall be responsible for the scheduling of these meetings.

3. Completion of the Work:

County shall notify Los Alamos Network within ten (10) calendar days after completion of the Work. Los Alamos Network Upon receipt of the notification, Los Alamos Network shall have ten (10) calendar days to inspect the Work and to accept or reject the Work (specifying, if rejected, any reasonable objection or deficiency) by delivery of written notice to the County. County shall include in its construction contract with Contractor, a requirement that Contractor will, at its own expense, correct the problem within thirty (30) calendar days after receipt of Los Alamos Network's notice. The foregoing procedure will be repeated until Los Alamos Network finally approves the Work. If Los Alamos Network fails to reject the Work within the ten (10) day period set forth above, the Work shall be deemed accepted by Los Alamos Network.

4. Changes:

If conditions or circumstances require a change in the Project or the Work, each party shall agree in writing to any changes, including without limitation payment responsibilities, prior to commencement of the Work or the changes. Neither party shall be responsible for any changes to the Work (including without limitation payment responsibilities) made without its prior written consent

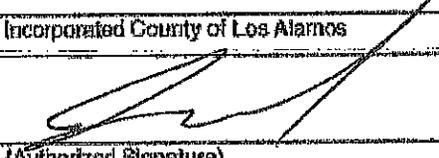
5. Payment for the Work/Fees.

In consideration for performance of the Work and for the other promises and covenants contained in this Agreement, Los Alamos Network agrees to pay to County the amount set forth on an exhibit to the Schedule (the "Payment") in accordance with the Exhibit C "Work Price Schedule" to the Schedule (the "Payment Schedule"); provided, that Los Alamos Network shall not make any final payment to County until Los Alamos Network has approved the Work.

6. Project Managers.

Los Alamos Network:	Incorporated County of Los Alamos
Construction Supervisor	Los Alamos Engineer
Allan Saenz	Donald Houser
505-412-6282	505-662-8215 (O)
asaenz@losalamosnetwork.com	donald.houser@lacnm.us

The parties, intending to be legally bound, have caused this Statement of Work to be executed on the dates set forth below.

Los Alamos Network, Inc	Incorporated County of Los Alamos
	
(Authorized Signature)	(Authorized Signature)
Alan Garcia	JAMES ALARIDO
(Print or Type Name of Signatory)	(Print or Type Name of Signatory)
Owner	ACTIVE UTILITY MANAGER
(Title)	(Title)
08-14-13	8/26/13
(Execution Date)	(Execution Date)

Agreement No.
Statement of Work No.

LA Network-002

EXHIBIT A

THE PROJECT

Eastern Area Phase 2 Conduits

EXHIBIT B

THE WORK AND THE WORK SCHEDULE

County through its contractor on the Eastern Area Phase 2 Conduits project shall place Los Alamos Network conduit structure in joint trench and any Los Alamos Network only trench if required per County specifications document titled "Section 401 Underground Ductbank Systems" (See attachment) and per Los Alamos Network job E.398859 and County's Project Bid 2013-12.

Material Provisioning:

County's Contractor shall provide the following material: 2" schedule 40 conduit material (straight duct, rigid bends, sweeps, fittings, glue, and any required associated conduit material) and calibrated pull tape

The work schedule is dependent on the County's Project Schedule. Sequencing and timing of the Los Alamos Network cable placement will be determined through coordination with the County and their contractor at the weekly meetings.

Agreement No.
Statement of Work No.

LA Network 002

EXHIBIT C

WORK PRICE SCHEDULE

Los Alamos Network will compensate County of Los Alamos \$28,300.00 for the work described in Exhibit B.