

Bid Your Price!

PRIZED INTERSTATE DEVELOPMENT PROPERTY

4 ABSOLUTE PARCELS

BID LIVE OR ONLINE

**7,900 ±
Acres**



PROPERTY INFORMATION PACKET

INTERSTATE ACREAGE

10AM, SAT, JULY 29TH MDT (12PM EDT)

Auction Held at: Civic Center, 400 W 4th St, Truth or Consequences, NM 87901



**HIGGENBOTHAM
AUCTIONEERS**
INTERNATIONAL, LTD., INC

More Info:
higgenbotham.com

In cooperation with



1-800-257-4161

How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

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WHAT DOES THE TERM "RESERVE" MEAN?

Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

WHAT DOES THE TERM "ABSOLUTE" MEAN?

In an absolute auction, the property will be sold to the last and highest bidder regardless of price.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

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You're only going to pay one bid more than someone else was willing to pay!



County Facts to Know

www.newmexico.org:

Located midway between El Paso Texas and Albuquerque, Sierra County is a perfect getaway spot for those wanting to escape urban sprawl and spend time in the great outdoors. Elephant Butte Lake, the largest body of water in the state and the location of one of its most popular State Parks, is connected by the Rio Grande to quieter Caballo Lake. Both lakes offer excellent boating, camping, fishing & birding. Downtown Truth or Consequences, formerly "Hot Springs," has some of the finest hot mineral water in the world and is touted as America's Most Affordable Spa Town. Ten commercial spas downtown are available for soaks, lodging, and other forms of pampering. The Gila High Country lies along the west edge of Sierra County, providing cooler temperatures and hours of exploration in the form of pristine wilderness and living ghost towns. The beautiful Geronimo Trail Scenic Byway connects the Gila to the shimmering desert lakes offering landscapes with a raw authentic southwest flavor. Now the home of Spaceport America, Sierra County merges the past with the future in the new era of rocketry. The commercialization of space travel is launching from our back yard, thanks to Richard Branson and Virgin Galactic. Come experience Sierra County!

www.nmcounties.org:

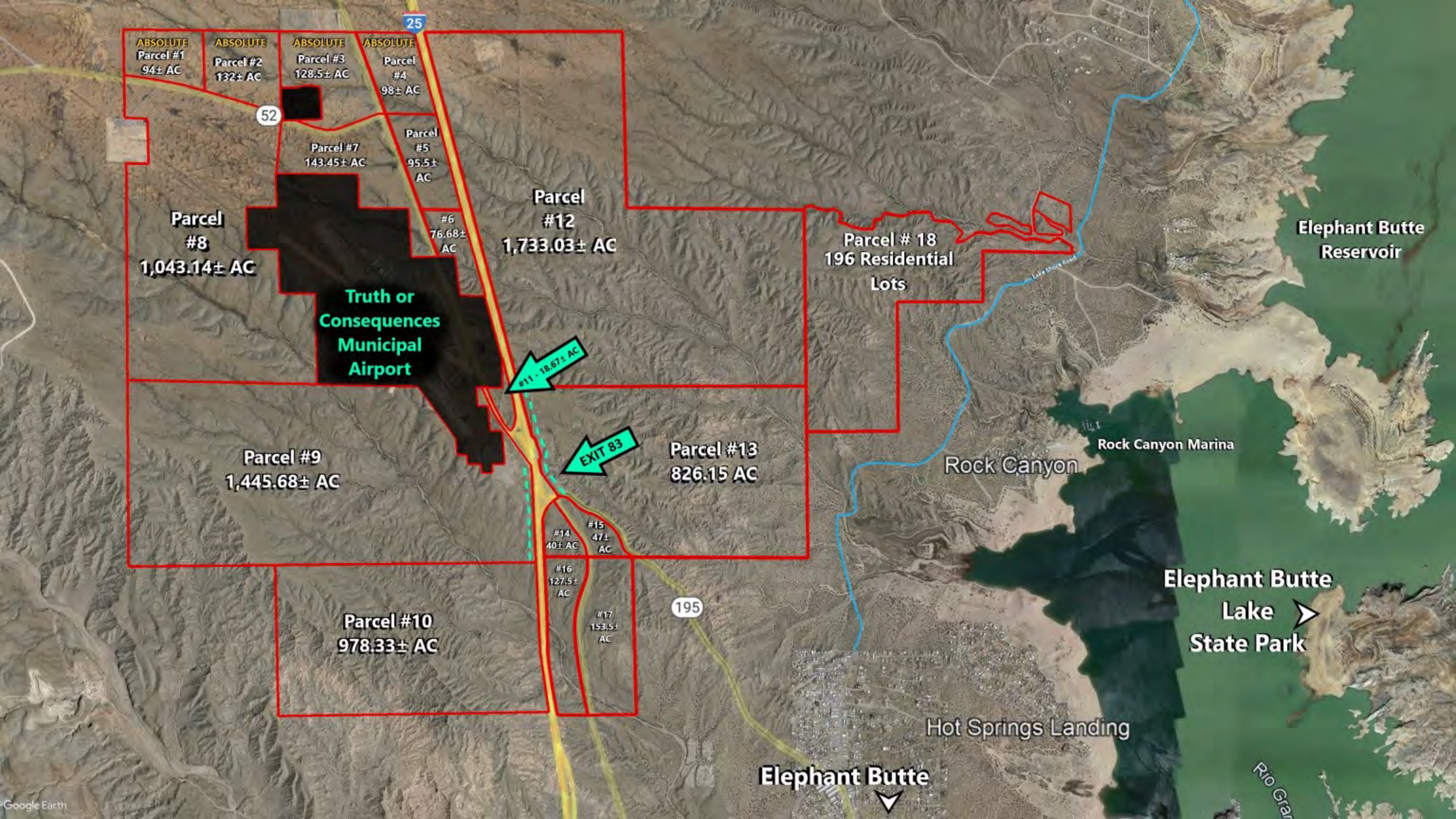
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www.sierraco.org:

Sierra County is a land of wide open spaces and beautiful scenery that varies from desert to grasslands to mountainous regions. Elevations range from approximately 4400' in Elephant Butte and Truth or Consequences to more than 6000' in Kingston. Portions of the Aldo Leopold Wilderness Area and the Gila National Forest are within our boundaries, making Sierra County an ideal place to experience nature. Elephant Butte Lake is the [largest body of water in the state](#) and a [second lake, Caballo](#), is located south of T or C. [Three State Parks](#) are available for year-round camping, birding, hiking, and more.



ABSOLUTE
Parcel #1
94± AC

ABSOLUTE
Parcel #2
132± AC

ABSOLUTE
Parcel #3
128.5± AC

ABSOLUTE
Parcel #4
98± AC

52

Parcel #7
143.45± AC

Parcel #5
95.5± AC

Parcel #8
1,043.14± AC

**Truth or
Consequences
Municipal
Airport**

#6
76.68± AC

Parcel #12
1,733.03± AC

Parcel # 18
196 Residential
Lots

Elephant Butte
Reservoir

Parcel #9
1,445.68± AC

#11 - 18.67 ± AC

EXIT 83

Parcel #13
826.15 AC

Rock Canyon

Rock Canyon Marina

#14
40± AC

#15
47± AC

Elephant Butte
Lake State Park

#16
127.5± AC

#17
153.5± AC

Parcel #10
978.33± AC

195

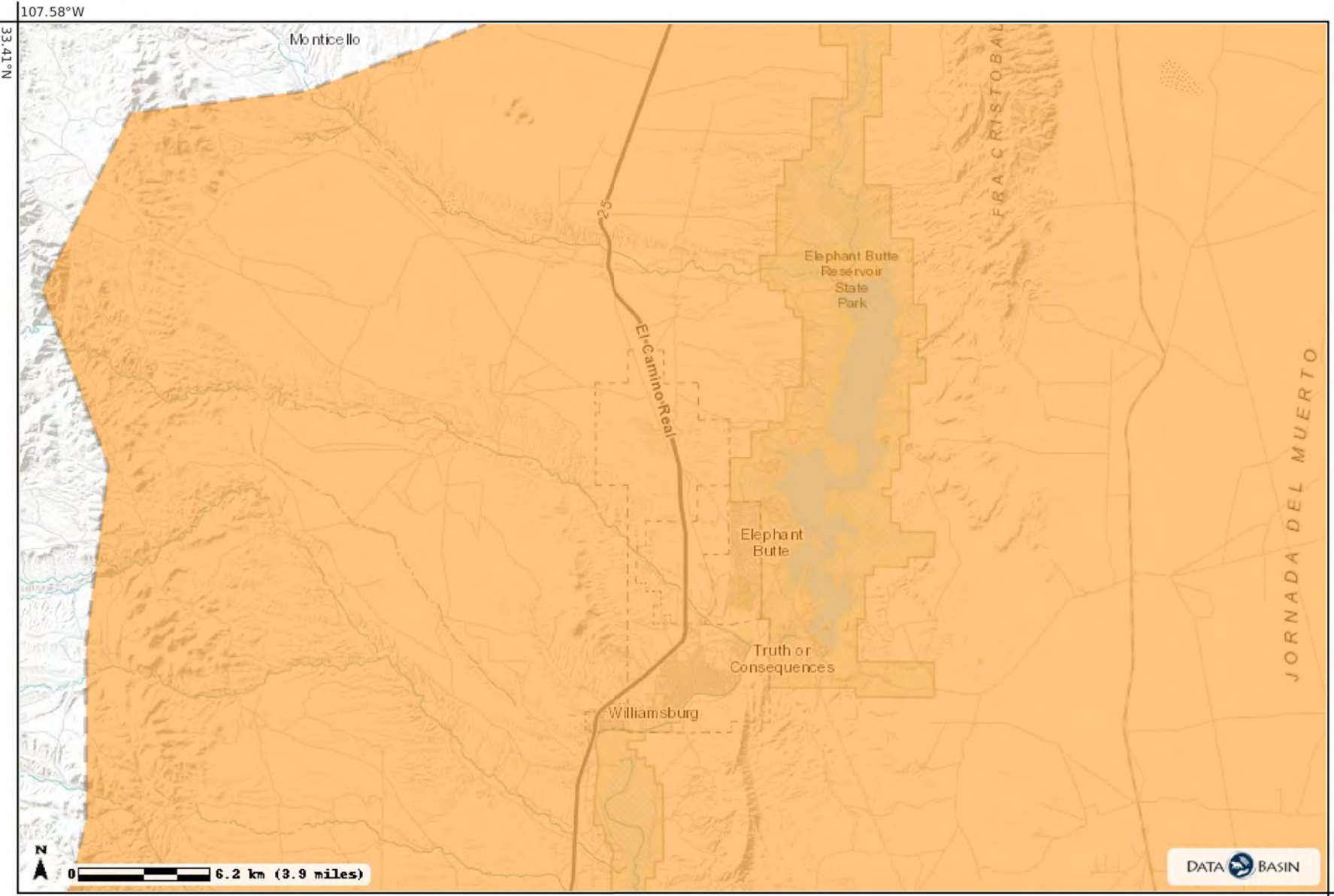
Hot Springs Landing

Elephant Butte

Rio Gran

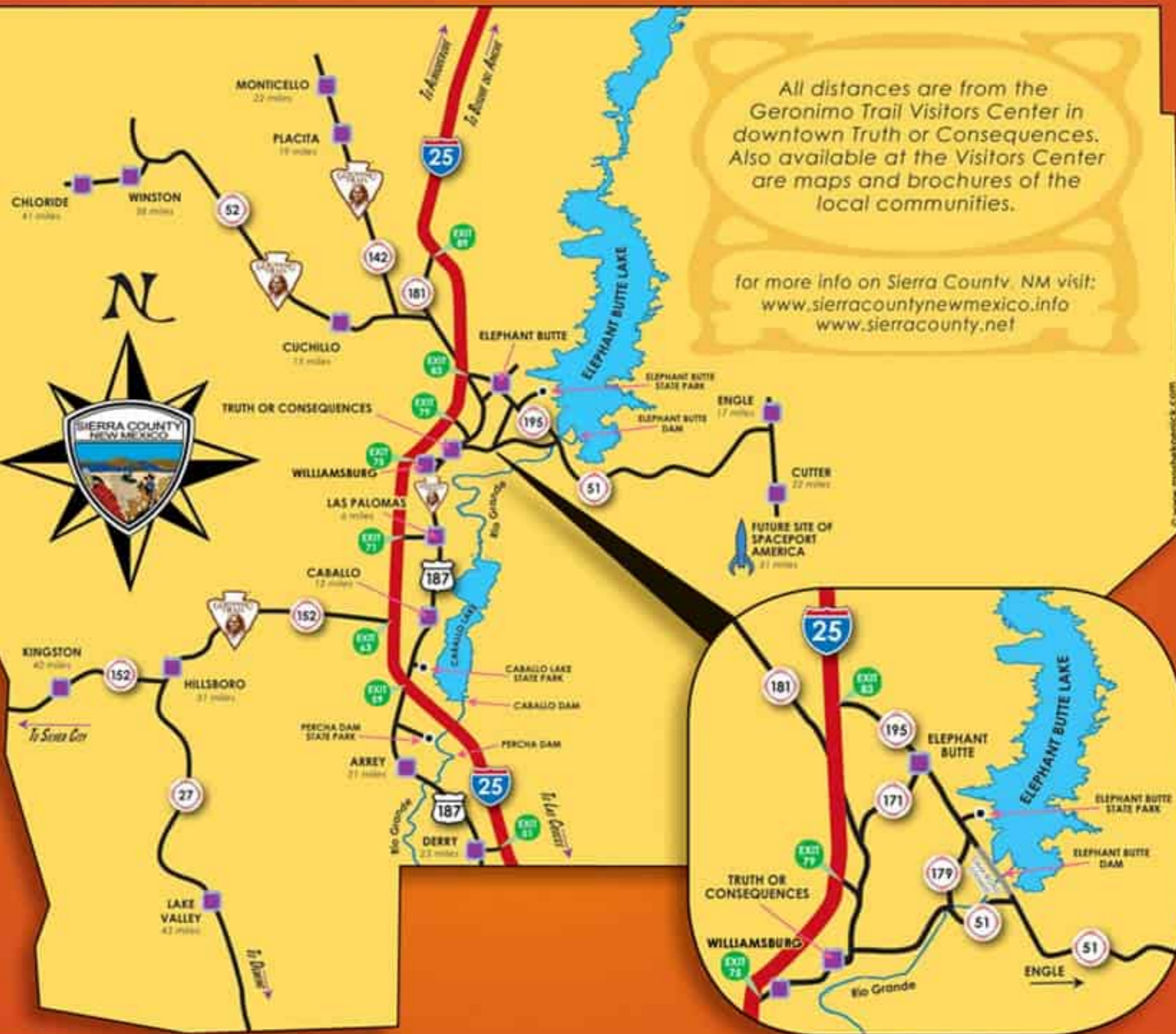
Legend

Chihuahuan Desert Ecoregion in the US



106.93°W





All distances are from the Geronimo Trail Visitors Center in downtown Truth or Consequences. Also available at the Visitors Center are maps and brochures of the local communities.

for more info on Sierra County, NM visit:
www.sierracountynewmexico.info
www.sierracounty.net

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NEW MEXICO NEWS

The truth about "T or C"'s name... and also its consequences

Truth or Consequences, New Mexico, United States | Adobe Stock

by: [Scott Brown](#)

Posted: Jun 26, 2023 / 04:16 PM MDT

Updated: Jun 26, 2023 / 04:16 PM MDT

TRUTH OR CONSEQUENCES, N.M. (KRQE) – It's a quiet town of just over 6,000 people in Sierra County. Although many New Mexicans have an idea of where Truth or Consequences got its name, there might be some details they might have missed.

The history of the town of Hot Springs, N.M. dates back to an area under the name Palomas Hot Springs back in the late 1800s. In 1916 it was incorporated as a town and the "Palomas" part of the name was dropped.

[Virgin Galactic's Unity 25 reaches space after launch from New Mexico's Spaceport >](#)

In March of 1950, the host of the longtime game show "Truth or Consequences," Ralph Edwards proposed the idea of getting a town in the United States to name itself after the show. In turn, the show would do a live broadcast from that town. "Basically, the New Mexico State Tourist Bureau got wind of this idea, and they relayed the news to the Hot Springs Chamber of Commerce," says Deputy State Historian Nicolasa Chávez. "Hot Springs, New Mexico jumped on the idea and felt like, ya know, right time to rename themselves." On March 31, 1950, the name change was official.

Chávez says part of the reason Hot Springs officials jumped at the name change was that there were already many places in the U.S. with the name "Hot Springs." This would be a great time for the New Mexico town to break from the herd.

Chávez says the town was mostly on board with the name change. "One of the city officials [is quoted to have said] 'It is the *truth* that we have the health-giving waters here, the *consequences* is that people get good results.'"

[New Mexico Film Office's free production assistant course filling up quickly >](#)

After that initial visit to T or C, Edwards would return to the town every year for over 40 years during the town's Fiesta, which happens during the first weekend of May and celebrates the name change. Edwards died in 2005 at the age of 92.

Chávez says this unique footnote in television, and civic, history captures a specific moment of time for the country. "You had the railroad, the rise of the automobile, the tourism industry branching out into the smaller towns in America, people going cross country...but I feel that translates to television in a way that connects people in a different way that hadn't been seen before," she says.



Table of Contents

	Section
<u>Property Information</u>	<u>1</u>
<u>Terms and Conditions of Auction</u>	<u>2</u>
<u>Street & Aerial Maps, Survey</u>	<u>3</u>
<u>Assessor Information</u>	<u>4</u>
<u>Recent Title Search</u>	<u>5</u>
<u>Purchase & Sale Agreement</u>	<u>6</u>



SECTION ONE

**PROPERTY INFORMATION
PARCEL SPREADSHEET FOR AUCTION
AREA FACTS
HOW AN AUCTION WORKS**

AUCTION

Live & Online

10am, Saturday, July 29th

PROPERTY LOCATION: Auction Parcel #1-17
Property at I-25 Exit #83, surrounding the T or C Municipal airport
Fronts I-25 on the East and on the West
Truth or Consequences, New Mexico 87901

OWNER #: 18492

TAXES: \$ 9,593.23 (2022)

****BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY ON THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

ZONING:

- Frontage on Hwy 181 & CR 52
- Exposure on I-25 at Exit 83 north and south bound
- Located adjoining the South boundary of the Truth or Consequences Municipal Airport
- Parcels 4-17 are located within an Opportunity Zone
- Perfect for commercial development!

SALE SITE: Truth or Consequences Civic Center
400 W. 4th St.
or Consequences, New Mexico, 87901

PREVIEW: Feel free to drive by the property your convenience. The auction staff Will be at Homesteaders Realty 10-4pm, Thursday & Friday, July 27 & 28th to hand out information and answer any questions you may have.

Information Disclaimer:

The data provided in this due diligence packet was compiled from several sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller makes any warranty or representation as to the validity or accuracy of any information provided.

Parcel #	Acreage	Acreage Source	Frontage on MN 52	Frontage on NM 181	Frontage on MN195	Exposure on I-25	Exit #83	100' Easement
1	94	Prop Appraiser	2600±					
2	132	Prop Appraiser	2770±					
3	128.5	Prop Appraiser	2950±	6635±				
4	98	Prop Appraiser		2612±		2542±		
5	95.5	Prop Appraiser		3030±		2870		
6	76.68	Prop Appraiser		1420±		2735±		
7	143.45	Prop Appraiser	2950±	4450±				
8	1043.14	Prop Appraiser	5370±					
9	1445.68	Prop Appraiser		2600±		3050±	X	
10	978.33	Prop Appraiser				5400±		X
11	18.67	Survey		1600±		2000±	X	
12	1733.03	Prop Appraiser				10,860±		X
13	826.15	Prop Appraiser			3500±	2740±	X	
14	40	Prop Appraiser		2155±	3500±	1155±	X	
15	47	Prop Appraiser		2155±			X	
16	127.5	Prop Appraiser		5400±		540±		
17	153.5	Prop Appraiser		5400±				
Total	7181.13							

Parcel 18

Lakeshore

Highlands

Unit #	Acreage	# of lots	Size of Lots
Unit 5	93	22	1.71 - 4.69
Unit 6	133	33	1.61 - 4.19
Unit 7	106	30	1.79 - 4.86
Unit 8	120	44	1.19 - 4.54
Unit 13	65.72	18	1.65 - 4.51
Unit 14	63	19	1.84 - 4.34
Unit 19	46.19	16	1.35 - 3.18
Unit 24	78	14	1.74 - 16.85
Total	704.91	196	

AREA FACTS

- **Truth or Consequences**

- Once known as Hot Springs, this is a historic small resort town and the county seat of Sierra County.
- Situated off I-25 between Albuquerque and Las Cruces
- This town got its name in 1950 as part of a publicity scheme to celebrate the 10th anniversary of Ralph Edwards' hugely successful game show on NBC radio. He challenged a town or city in the U.S. to change its name to Truth or Consequences!
<https://parade.com/248839/claudiagryvatzcopquin/how-did-truth-or-consequences-nm-get-its-name/>
- Home to the Geronimo Trail National Scenic Byway Visitor Center & Spaceport Visitor's Center
- The Healing Waters Plaza, Hot Springs Bathhouse District, restored hotels, RV parks and spas reflect its history.
- This area is known for its geothermal resources and hot springs that flow out of a rift along the Rio Grande. This produces pristine waters ranging from 98 to 115 degrees with trace elements of 38 different minerals and a neutral pH of 7.
- Truth or Consequences Municipal Airport has 5 runways of which 1 is paved and is 7,400' long.

- **Elephant Butte**

- Home to Elephant Butte Lake/Reservoir, the largest lake in New Mexico consisting of 35,000 acres!
- Elephant Butte is called the "Diamond in the Desert."
- Water activities include stand-up paddle boarding, kayaking, boat rentals & fishing trips
- Elephant Butte is home to the Sierra del Rio, a 5-star golf course.

- **Sierra County**

- Home of the Gila National Wilderness, White Sands National Park & Missile Range, Bosque del Apache National Wildlife Refuge, the area's healing geothermal mineral waters (Hot Springs), Spaceport America, various ghost towns Caballo Lake State Park & Elephant Butte Lake
- Spaceport America is just 20 miles SE of Truth or Consequences/Elephant Butte.
 - The world's first purpose-built commercial spaceport
 - Anchor tenant Virgin Galactic plans to offer commercial space flights later this year!
 - Several awards for architecture of its space terminal hangar
 - 200' x 12,000' runway
 - <https://www.spaceportamerica.com/>
- This county is known for year-round recreation that includes hiking & ecotours, rock hunting, golf, birdwatching, stargazing, horseback riding & lots more!
- Home to two of Ted Turner Nature Reserves properties, a hospitality brand grounded in conservation with a mission to connect people with nature.
- Full of history, this area was home to Spanish settlers and ancient tribes dating back to prehistoric times

- **Ted Turner in New Mexico**

- His Ladder Ranch & Armendaris properties are both within a 30-minute drive from the property we are auctioning.

- March 16, 2023 — Renowned conservationist and philanthropist [Ted Turner](#) and [the Turner Foundation](#) was recognized by the New Mexico legislature for their philanthropy and contribution to large land conservation.
- The bill recognizes Ted Turner as the largest private landowner in New Mexico, converting the historic properties he owns into nature reserves to share with the public, and honors the Turner Foundation for philanthropic donations of nearly \$1.2 million in grants to various youth, conservation, and education organizations in New Mexico.
- Ted Turner owns more than one million acres of land in the state of New Mexico, which include the 550,000 acre [Vermejo](#) reserve in the northern, Rocky Mountain region, the 156,000 acre [Ladder](#) reserve at the base of the Black Range in the southern desert basin region, and the 360,000 acre [Armendaris](#) reserve in the Chihuahuan high desert. 300 + days of sunshine with extra low humidity!
- <https://tedturnerreserves.com/press/ted-turner-recognized-by-state-of-new-mexico/>
- **17 Parcels, Development Property**
 - 7,181 ± acres of development property offered in 17 parcels, 4 absolute!
 - Parcels range from 40 ± acres to 1,733 ± acres and are in the city limits of Truth or Consequences.
 - This prime property located at exit #83 off Interstate 25, offers many opportunities ranging from future development of interstate commercial, industrial, travel center, hospitality, recreation, home sites or mini ranches, all with beautiful mountain views.
 - Beautiful views of the Black Mountain Range, Sierra Cuchillo & FRA Cristobal Mountain Range
 - Located in the Chihuahuan Desert Ecoregion, North America's largest desert.
 - Frontage on both sides of Interstate 25 which runs from El Paso, TX to Denver, CO.
 - A picturesque 2-hour drive South of Albuquerque Airport (140 miles) on I-25, 90 miles north of the El Paso airport and 100 miles north of Juarez, Mexico.
 - These urban areas represent a total of nearly 5 million people!
 - Frontage on State Highway 181 as well as NM-52.
 - 20 miles Southeast of Spaceport America whose tenants include Virgin Galactic, Up Aerospace, Spinlaunch, Hapsmobile, Aerovironment, Swift Engineering & more!
 - 21 miles from Ted Turners 360,000 acre Armendaris Ranch or 2 miles as the crow flies!
 - This property is practically surrounded by Federal and State-owned property
 - A large portion of these parcels surround the Truth or Consequences Municipal airport.
 - Parcel #13 has beautiful, elevated views of Elephant Butte Lake
 - Potential agave plant property with 350 days of sunshine annually and less than 10.0" of rain.
 - The average humidity is around 15.0% and the property is one hour south of the snow belt.
 - Average elevation of the property is 4,800' above sea level.
 - Some of these properties are located in an Opportunity Zone!
 - <https://opportunitydb.com/zones/35051962401/>
 - This property contains 2 major arroyos, along with several smaller drainage paths as the terrain slopes flatten toward the Rio Grande River. The existing open space has stabilized with years of erosion and vegetation.
 - Storm water is directed toward these arroyo features.
 - There is a migratory pathway for wildlife along the arroyos toward Elephant Butte Reservoir and the Rio Grande.

- **Lakeshore Highlands Development Lots**
 - 704 ± acres located abutting the Lakeshore Highlands Subdivision, previously approved for 196 residential lots varying from 1.19 ± to 16.85 ± acres
 - This property was platted in 1972 for a subdivision and is “grandfathered” for individual well and septic systems
 - Lakeshore Highlands is a lovely residential neighborhood known for its elevated views of Elephant Butte Lake
 - Located near the edge of Elephant Butte Lake State Park just minutes from Long Point, Rock Canyon Marina and Hot Springs landing. Enjoy a variety of fishing, boating and outdoor recreational activities. Just minutes to I-25, the City of Elephant Butte and Truth or Consequences.
 - Located in an Opportunity Zone!
 - <https://opportunitydb.com/zones/35051962401/>
- **Hotel Accommodations**
 - Holiday Inn Express & Suites
 - Sierra Grande Lodge & Spa
 - Comfort Inn & Suites I-25 near Spaceport America
 - Pelican Spa
 - Riverbend Hot Springs
 - Blackstone Hot Springs
 - Charles Hot Springs
 - La Paloma Hot Springs & Spa
 - Rocket Inn
 - Motel 6
 - Travelodge
 - Elephant Butte Inn
 - Rio Grande Motel
 - Multiple RV Parks
- **Terms: 10% buyers premium added to the bid price to create the contract purchase price. 10% deposit day of sale. Closing on or before 45 days or within 10 days of city approval, if required.**
 - The City of Truth or Consequences has informed Higgenbotham Auctioneers that the breaking up of multiple parcels will require a summary plat amendment which is estimated by the City to be a 60–90-day process for approval, which will allow the seller the necessary time to complete the sellers survey and title policy obligations. Therefore, the seller will either accept or reject any or all received bids on each separate parcel and upon certain parcel acceptance, the seller will make a timely application to the City for a summary plat amendment. This plat amendment approval is solely in the control of the City of Truth or Consequences, and any or all of the parcels are not approved for property division, the seller will immediately refund every applicable deposit to all prospective buyers on any parcels which are not approved by the City for division, as well as any parcels which are not accepted by the seller within 160 days of the auction unless mutually extended by the seller and buyer.
- **Auction staff will be available Thursday & Friday, July 27 & 28 from 10am until 4pm at Homesteaders Realty’s office. 507 NM-195, Elephant Butte NM. Call 1-800-257-4161 for an appointment or just drop by!**

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SECTION TWO

TERMS & CONDITIONS OF THE AUCTION

Terms and Conditions of the Auction

Real Estate Terms: Sold to the highest bidder, subject to Seller approval. 10% Buyer Premium. Earnest Money Deposit of 10% of the Total Purchase Price (Winning Bid + Buyer's Premium) due on Auction Day, Personal or Business Check. Balance due at Closing. Closing to be within 45 days of the auction*. Property is sold AS-IS, WHERE-IS with no representations or warranties of any kind other than marketable title.

Online/App Terms: Higgenbotham App is downloaded from the Apple App Store or Google Play Store for smartphone and tablet devices or can bid with laptop/desktop computer at <https://higgenbotham.bidwrangler.com>. There is a \$5,000 credit card authorization required to bid online. Sold to the highest bidder, subject to Seller approval. 10% Buyer Premium. Upon the Auction Closing, successful bidder will execute and return Purchase and Sale Agreement by email and wire the Earnest Money Deposit equal to 10% of the Total Purchase Price (Winning Bid + Buyer's Premium) to Sierra County Title within 24 hours of hammer. Balance due at Closing. Closing to be within 45 days of the auction.

Buyer Due Diligence: Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or local Government Regulations. This property sold AS IS, WHERE IS. Not responsible for accidents, injuries or any communicable diseases, including COVID-19.

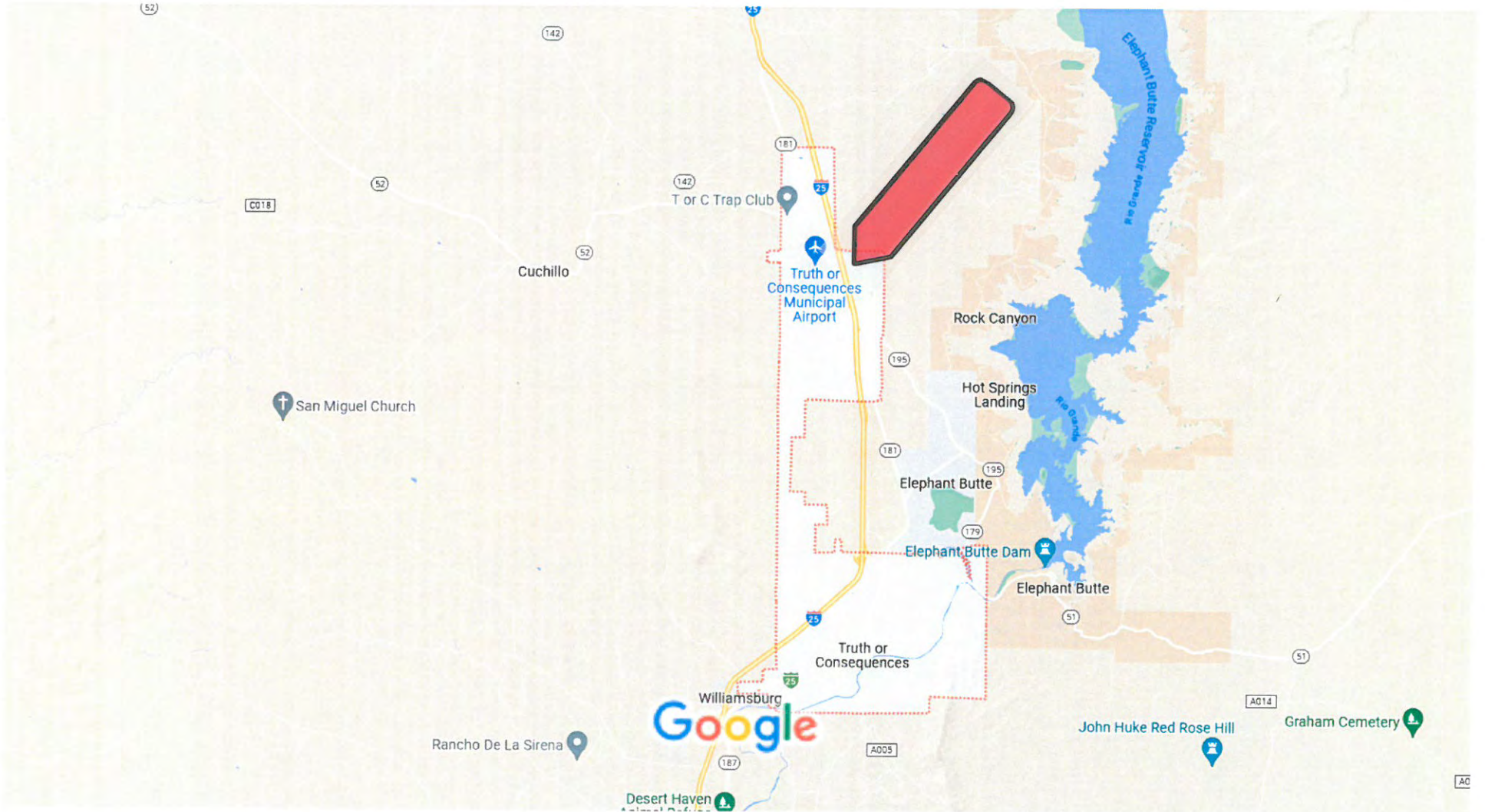
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SECTION THREE

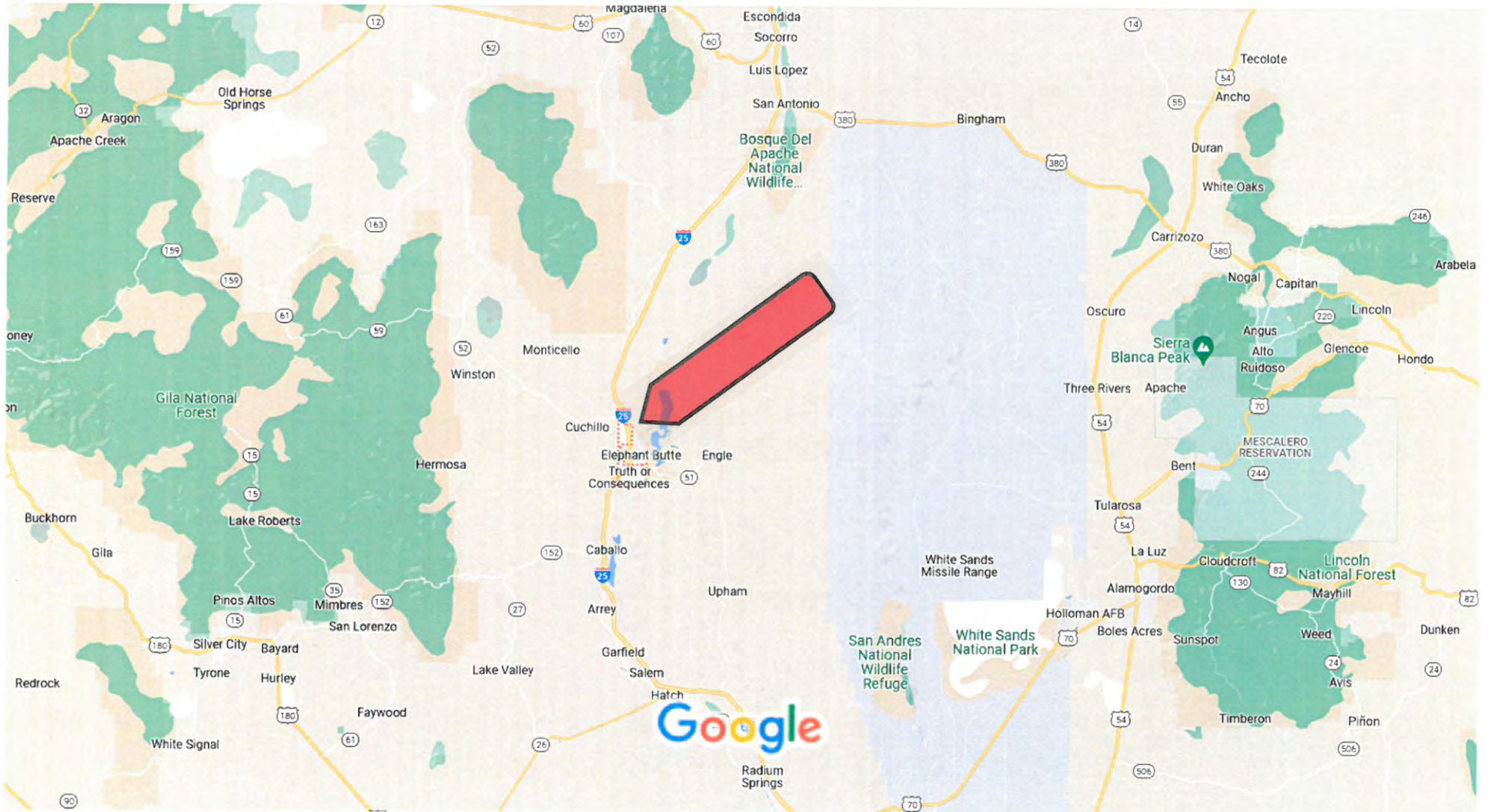
LOCATOR MAPS ASSESSOR AERIAL OVERALL AUCTION AERIAL SURVEY

Google Maps Truth or Consequences



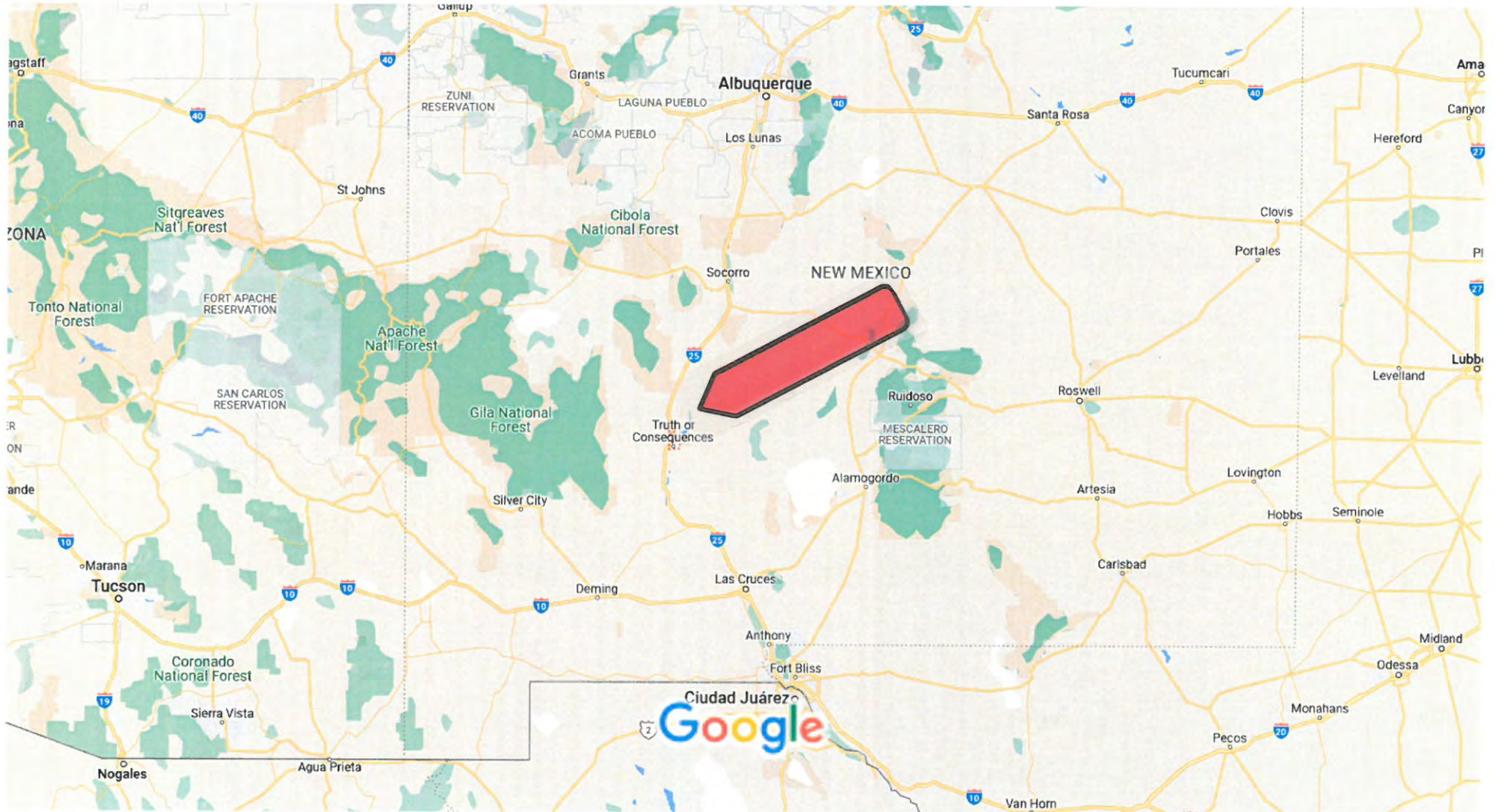
Map data ©2023 2 mi

Google Maps Truth or Consequences

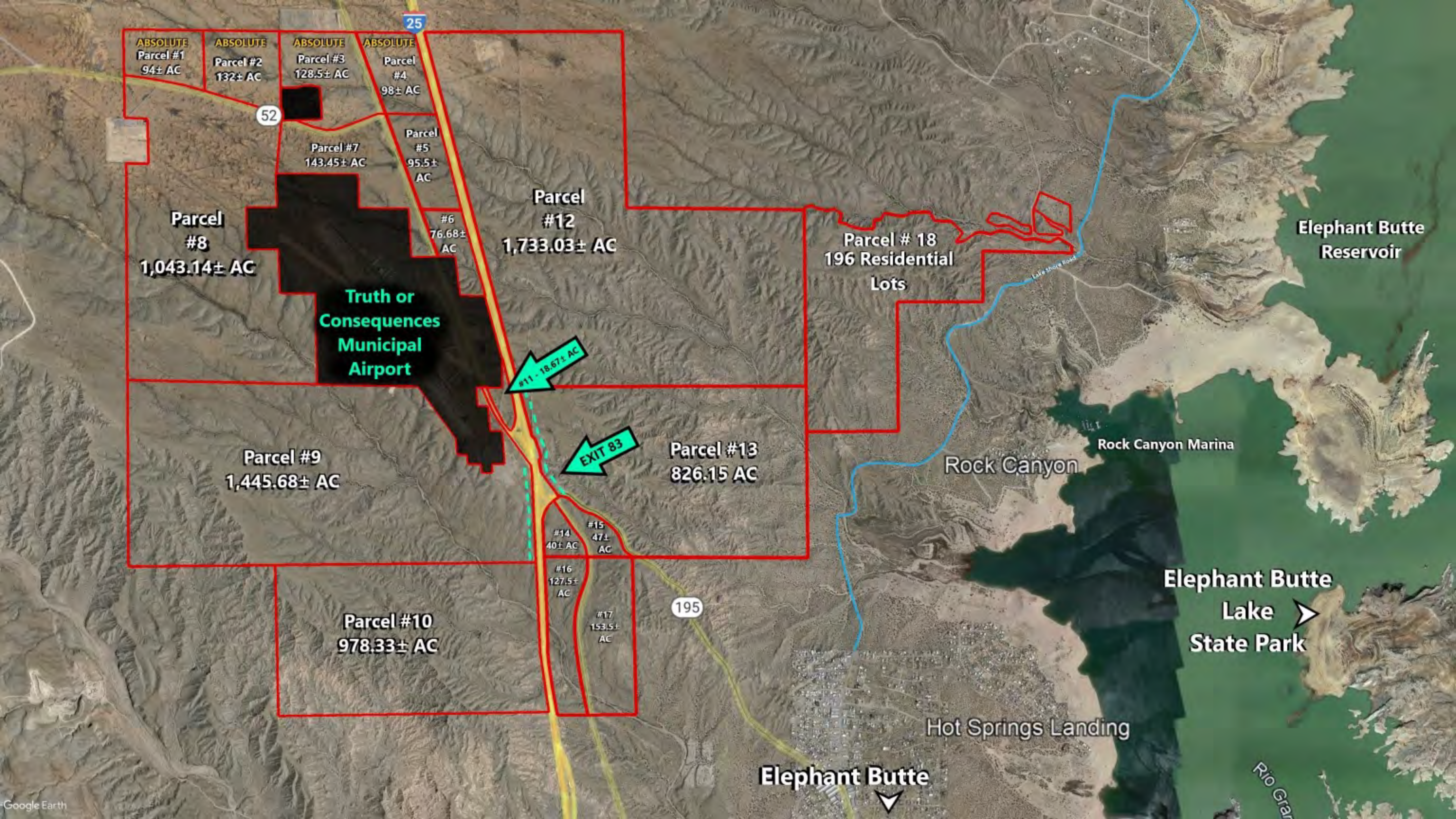


Map data ©2023 Google 10 mi 

Google Maps Truth or Consequences



Map data ©2023 Google, INEGI 20 mi



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127.5± AC

#17
153.5± AC

195

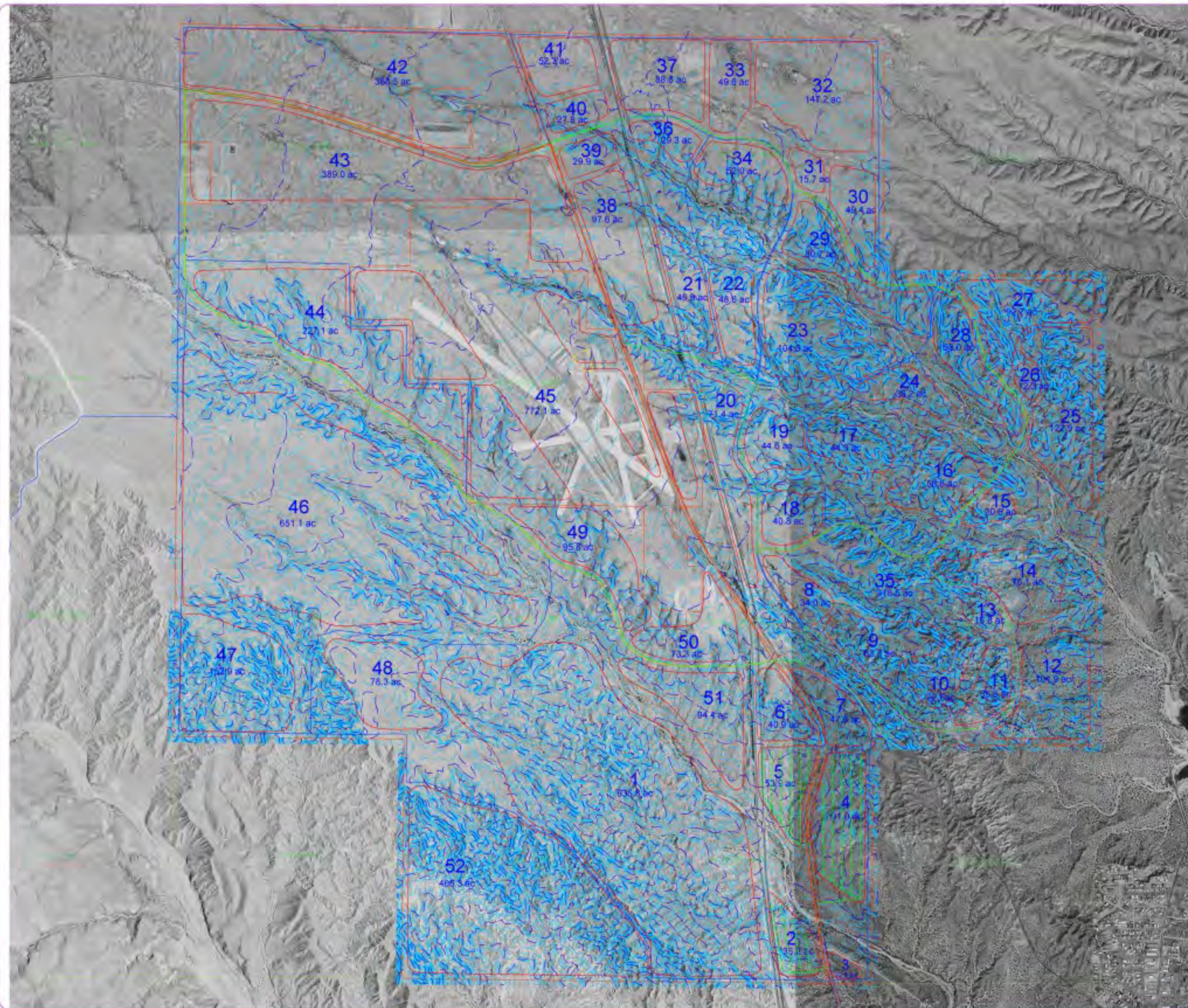
Parcel #10
978.33± AC

Elephant Butte Lake State Park

Hot Springs Landing

Elephant Butte

Rio Grande



BASCOR
TEAM DESIGN
 207 San Mateo
 P.O. Box 221
 Elephant Butte, NM 87905
 847-812-0405

PROJECT NAME:

PROJECT LOCATION:



TRUTH OR CONSEQUENCES
NEW MEXICO

ENTIRE SITE
10' CONTOURS
WITH AERIAL PHOTO
FROM USGS
10m DEM DATA

DATE	BY	DESCRIPTION

PROJECT #	DATE	DESCRIPTION

DATE PLOTTED: **1 - 14**





SECTION FOUR

PROPERTY APPRAISER REPORT

[Click to Print](#)

Owner Information

Owner # 18492 **District** 6 IN
HOT SPRINGS LAND DEVELOPMENT LLC

9625 WES KEARNEY WAY
RIVERVIEW FL 33578

Estimated Taxes for Owner

Estimated Tax Estimated Year used
\$8934.09 2022

[Calculate Estimated Tax](#)

Recap Value Information

Central Full Value	0	Full Value	1136364
Land Full Value	1136364	Taxable Value	378788
Improvements Full value	0	Exempt Value	0
Personal Property Full Value	0	Net Value	378788
Manufactured Home Full Value	0		
Livestock Full Value	0		

Property Information

Property Code 3024070122112
Book 111 **Page** 2237 **Reception#** 0

Property Information

Property Code 3023074135270
Book 111 **Page** 2237 **Reception#** 0
Physical Address
Bldg Apt
Section 5 **Township** 13 S **Range** 4 W

331.92 AC IN SEC LYING W OF I-25
SECTION 05 TOWNSHIP 13S RANGE 04W
ALL SECTION
CONT 979.01 ACRES TOTAL

Property Value Information

181C Non-Residential Land 979.01 0.00 155796

Property Information

Property Code 3022071094257
Book 111 **Page** 2237 **Reception#** 0
Physical Address
Bldg Apt
Section 20 **Township** 12 S **Range** 4 W

32.52 AC IN E2E2 LYING E OF I-25
SECTION 21 TOWNSHIP 12S RANGE 04W
626.21 AC IN SEC LYING E OF I-25
SECTION 27 TOWNSHIP 12S RANGE 04W
LOTS 1 THRU 4,W2E2,W2
SECTION 28 TOWNSHIP 12S RANGE 04W
E2,160.62 AC IN W2 LYING E OF I-25
SECTION 33 TOWNSHIP 12S RANGE 04W
313.52 AC IN E2,E2NW4 LYING E OF
I-25
SECTION 34 TOWNSHIP 12S RANGE 04W
LOTS 1 THRU 4,W2E2,W2

[Click to Print](#)

Owner Information

Owner # 18492 **Bill #** 20220006336 **Year**
HOT SPRINGS LAND DEVELOPMENT LLC

9625 WES KEARNEY WAY
RIVERVIEW FL 33578

Select the type of payment you would like to make.

Click on **Add to Cart** if you would like to pay other bills. When you are ready to pay click on **Cart**.
Important Note: You can call 1-833-440-5573 to make a credit card payment.

Tax Information

***NOTE First Half Principal Due December 10th and Second Half Principal Due May 10th to Avoid Late Fees**

First Half Principal	4796.62	First Half Delinquent	0.00	First Half Principal Paid	4796.62	First Half Due	0.00
Second Half Principal	4796.61	Second Half Delinquent	0.00	Second Half Principal Paid	4796.61	Second Half Due	0.00
		Total Late Fee	0.00	Total Delinquent Taxes	0.00	Total Due	0.00

Property Information

Property Code 3024070122112
SECTION-19 TOWNSHIP-12S RANGE-04W LOTS 1,11 THRU 18,E2,E2NW4 SECTION-20 TOWNSHIP-12S RANGE-04W NW4NW4,E2NW4,N2SW4,W2E2



SECTION FIVE

TITLE SEARCH

File No. 070263

Policy No. 1002021-0004628

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE A**

**PREMIUM
\$ 9,301.00**

ALTA OWNER'S POLICY

FILE NO. 070263

Policy No.
1002021-0004628

Date of Policy
April 16, 2008 at 04:30 PM

Amount of Insurance
\$ 2,531,000.00

1. NAME OF INSURED:

Hot Springs Land Development, LLC

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

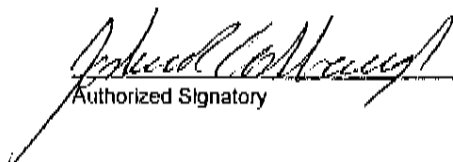
3. Title to the estate or interest in the land is vested in:

Hot Springs Land Development, LLC, by virtue of that certain Commissioner of Public Lands for the State of New Mexico Exchange Patent dated April 16th, 2008, from Commissioner of Public Lands for the State of New Mexico, filed for record on April 16th, 2008, in Book 111 at Page(s) 2237-2238, in the Office of the Sierra County Clerk, New Mexico.

4. The land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Countersigned:
Sierra County Title Company,
Post Office Box 767
Truth or Consequences, NM 87901


Authorized Signatory

File No. 070263

Policy No. 1002021-0004628

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

GENERAL EXCEPTIONS:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, dower, curtesy, survivorship, or homestead rights, if any of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments, or other entities, to lands comprising the shores or bottoms of navigable streams lakes, or land beyond the line of harbor or bulkhead lines established or changed by the United States Government.
7. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
8. Taxes or assessments which are not shown as existing liens by the public record.
9. Taxes for the year 2008, and thereafter, not yet due or payable.

SPECIFIC EXCEPTIONS

10. Title to all the oil, gas and other minerals in, under, and that may be produced from the land, together with all rights, privileges, and immunities relating thereto heretofore reserved unto and conveyed by predecessors in title; and the right and liens of any assessing water or utility district, body, or unit, including the Elephant Butte Irrigation District.
11. In no event is the policy to cover any mobile homes located on the premises.
12. Reservations as contained in the Patent from the United States of America to The State of New Mexico dated October 24, 2007, filed for recorded on October 29, 2007 in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the Sierra County Clerk, New Mexico.
13. Decision Right-of-Way, dated February 1, 1966, Serial Number NM 0559009, by and between the United State Department of Interior, grantor, and New Mexico State Highway Commission, grantee, filed for record on March 14, 1966, in Miscellaneous Book R at Pages 480-481; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
14. Decision Right-of-Way, dated February 10, 1966, Serial Number NM 0559085, by and between the United State Department of Interior, grantor, and New Mexico State Highway Commission, grantee, filed for record on March 14, 1966, in Miscellaneous Book R at Pages 481-482; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
15. Right-of-Way, dated July 7, 1948, Serial Number LC 066166, by and between the United States Department of the Interior, grantor, and New Mexico State Highway Department, grantor, filed for

File No. 070263

Policy No. 1002021-0004628

- record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
16. Decision Right-of-Way, dated February 24, 1967, Serial Number NM 1595, by and between the United State Department of Interior, grantor, and New Mexico State Highway Commission, grantee, filed for record on March 28, 1967, in Miscellaneous Book S at Pages 248-250; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 17. Decision Right-of-Way, dated May 3, 1967, Serial Number NM 2209, by and between the United State Department of Interior, grantor, and New Mexico State Highway Commission, grantee, filed for record on June 13, 19667 in Miscellaneous Book S at Pages 357-358; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 18. Right-of-Way, dated January 11, 1971, Serial Number NM 14707, by and between the United States Department of Interior, grantor, and New Mexico State Highway Commission, grantee, filed for record on July 19, 1972, in Miscellaneous Book W at Pages 979-987; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 19. Right-of-Way Grant, dated May 6, 2002, Serial Number NMNM 106191, by and between the United States Department of the Interior, grantor, and County of Sierra, grantee, filed for record on May 17, 2002, in Book 96 at Pages 588-597; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 20. Right-of-Way, dated March 7, 1969, Serial Number NM 8476, by and between the United State Department of Interior, grantor, and New Mexico Highway Department, grantee, filed for record on April 24, 1969, in Miscellaneous Book T at Pages 455-456; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 21. Right-of-Way, dated December 20, 1935, Serial Number NMLC 0052960, by and between the United States Department of Interior, grantor, and New Mexico State Highway Department, grantee, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 22. Right-of-Way, dated October 18, 1937, Serial Number NMLC 054809, by and between the United States Department of Interior, grantor, and New Mexico State Highway Department, grantee, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 23. Transmission line granted to Tri-State G&T Association, is successors or assigns, fifty feet in width, by right-of-way, dated September 22, 1950, Serial Number NMLC 0067918, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 24. Water facility granted to the City of Truth or Consequences, its successors or assigns, 1161.6 feet

File No. 070263

Policy No. 1002021-0004628

- in length by 10 feet wide, by right-of-way, dated March 23, 1978, Serial Number NMNM 018561, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
25. Fiber optic line granted to Valor Telecommunications of Texas, LP, its successors or assigns, by right-of-way, dated September 4, 1984, Serial Number NMN 044852, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 26. Transmission line granted to Sierra Electric Cooperative, Inc., its successors or assigns, 20 to 30 feet in width, by right-of-way, dated May 28, 1985, Serial Number NMNM 057037, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 27. County Road A-013 granted to Sierra County, its successors or assigns, 40 feet in width, by right-of-way, dated July 10, 1987, Serial Number NMNM 057095, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 28. Telephone line granted to Contel of the West, its successors or assigns, 0.225 feet in length by 20 feet wide, by right-of-way, dated July 27, 1966, Serial Number NMNM 0560165, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 29. Road granted to Sierra County, its successors or assigns, 1,850 feet in length by 50 feet wide, by right-of-way, dated February 5, 1987, Serial Number NMNM 064773, filed for record in the Las Cruces Field Office for the Bureau of Land Management, Department of the Interior; and as referred to in the Patent filed for record on October 29, 2007, in Book 110 at Pages 1574-1579; and re-recorded on April 16, 2008, in Book 111 at Pages 2243-2337 in the Office of the County Clerk of Sierra County, New Mexico.
 30. Reservations as contained in the Commissioner of Public Lands for the State of New Mexico Exchange Patent from the State of New Mexico to Hot Springs Land Development, LLC., a New Mexico limited liability company, dated April 16, 2008, filed for record on April 16, 2008 in Book 111 at Pages 2237-2238, in the Office of the Sierra County Clerk, New Mexico.
 31. Commissioner of Public Lands New Mexico State Land Office Surface Nondisturbance Land Use Restriction or Condition ("LURC"), dated April 10, 2008, by and between the Commissioner of Public Lands for the State of New Mexico and Hot Springs Land Development, LLC, a New Mexico limited liability company, filed for record on April 16, 2008, in Book 111 at Pages 2239-2242 in the Office of the County Clerk of Sierra County, New Mexico.
 32. Commercial Lease, dated November 25, 2003, by and between the Commissioner of Public Lands, Lessor, and the City of Truth or Consequences, Lessee, filed for record on April 16, 2008, in Book 111 at Pages 2338-2350 in the Office of the County, Clerk of Sierra County, New Mexico.
 33. Clear Zone Easement, dated November 18, 1976, by and between the State of New Mexico, grantor, and the City of Truth or Consequences, grantee, filed for record on April 16, 2008, in Book 111 at Pages 2351-2354 in the Office of the County Clerk of Sierra County, New Mexico.
 34. Mortgage, dated April 16, 2008 by Hot Springs Land Development, LLC a New Mexico limited

File No. 070263

Policy No. 1002021-0004628

liability company, mortgagor, in favor of WOLF 1, LLC, a Florida limited liability company, mortgagee, filed for record on April 16, 2008, in Book 111 at Pages 2355-2364 in the Office of the County Clerk of Sierra County, New Mexico.

35. Exceptions Numbered 4, 5, and 8 are hereby deleted.

36. Exception Number 7 is hereby modified to read, "Water rights, claims or title to water."

"In compliance with Subsection D of the 13.14.18.10 NMAC, the Company hereby waives its right to demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Nothing herein prohibits the Arbitration of all arbitrable matters when agreed to by both the Company and the Insured."

File No. 070263

Policy No. 1002021-0004628

NAME INSURED ENDORSEMENT

**Attached to Policy No: 1002021-0004628
File No: 070263 Sierra**

First American Title Insurance Company

Paragraph 1(a) of the Conditions and Stipulations is deleted and the following paragraph is substituted in its place:

"Insured"; the insured named in Schedule A and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:

- (i) The successors in interest to a corporation, limited liability company, or limited liability partnership named as an insured in Schedule A resulting from merger, consolidation, conversion, or distribution of the assets of the corporation, limited liability company, or limited liability partnership upon partial or complete liquidation;
- (ii) The successors in interest to a general or limited partnership, limited liability company, or limited liability partnership named as an insured in Schedule A which dissolves but does not terminate;
- (iii) The successors in interest to a general or limited partnership named as an insured in Schedule A resulting from distributions of the assets of the general or limited partnership upon partial or complete liquidation;
- (iv) The successors in interest to a joint venture named as an insured in Schedule A resulting from distribution of the assets of the joint venture upon partial or complete liquidation;
- (v) The trustee or successor trustee of a written trust instrument established by the insured named in Schedule A for estate planning purposes to whom title is transferred after the policy date;
- (vi) The successor or substitute trustee of a trustee named in a written trust instrument established by the insured named in Schedule A for estate planning purposes; or
- (vii) The successor in interest to a trustee or trust resulting from distribution to the beneficiaries of the trust of all or part off the assets of the trust established by the insured named in Schedule A for estate planning purposes.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and prior endorsements, if any, nor does it extend the effective date of the policy and any prior endorsements or increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Dated: 04/16/08

First American Title Company



Sierra County Title Company
Authorized Signatory

File No. 070263

Policy No. 1002021-0004628

NM 49 NOTICE OF AVAILABILITY OF FUTURE INCREASE IN COVERAGE
(To be attached to all policies issued on one to four single family dwellings)

Read this Notice to familiarize yourself
with important information regarding your Title Insurance Coverage.

Pursuant to the New Mexico Department of Insurance Rules,

"An Owner's Policy may be endorsed to reflect the current value of the estate insured (upon payment of the current Basic Premium according to the Schedule less the amount previously paid for said policy) if the Insurer's Underwriting standards are met; provided, however, that the effective date of the policy shall remain unchanged and no affirmative coverages or down dates shall be added to the policy."

PLEASE KEEP THIS TITLE INSURANCE POLICY. IT IS AN IMPORTANT LEGAL DOCUMENT. AS YOU REVIEW IT FROM TIME TO TIME, BE AWARE THAT YOU MAY INCREASE YOUR TITLE POLICY AMOUNT IF YOU ADD IMPROVEMENTS, OR IF THE VALUE OF YOUR PROPERTY INCREASES OVER TIME, BY REQUESTING AN INCREASE IN COVERAGE AND PAYING THE APPLICABLE PREMIUMS. THIS WILL NOT CHANGE THE TERMS OF THE POLICY OTHER THAN THE AMOUNT.

NM49 - Notice of Availability of Future Increase in Coverage

Exhibit "A"**Township 12 South, Range 4 West**

Sec. 19 - Lots 1, 11, 12, 13, 14, 15, 16, 17, and 18, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 20 - E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 21 - All

Sec. 27 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Sec. 28 - E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 29 - NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 30 - Lots 1, 2, 3, and 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Sec. 31 - Lots 1, 2, 3, and 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Sec. 32 - All

Sec. 33 - NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,

W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Sec. 34 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Township 13 South, Range 4 West

Sec. 4 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

Sec. 5 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

N.M.P.M., Sierra County, NM

Excepting therefrom any portion within the rights-of-way for Interstate 25, being more particularly described in United States Department of Interior rights-of-way Serial Numbers NM 0559085, NM 0559009, NM 1595, NM 2209, NM 8476, NM 14707;

Further excepting any portion within the right-of-way for New Mexico Highway 52 more particularly described in United States Department of Interior right-of-way Serial Number LC 066166;

Further excepting any portion within the right-of-way for New Mexico Highway 181 (formerly US Highway 85) more particularly described in United States Department of Interior right-of-way Serial Number LC 054809;

Further excepting any portion within the right-of-way for New Mexico Highway 195;

Further excepting any portion within the right-of-way for County Road A-013 more particularly described in United States Department of Interior right-of-way Serial Number NMNM 057095;

Further excepting any portion within Sierra County Road more particularly described in United States Department of Interior right-of-way Serial Number NMNM 064773.

Book 111
Page 2237

070263

COMMISSIONER OF PUBLIC LANDS FOR THE
STATE OF NEW MEXICO
EXCHANGE PATENT

No. 4350

For consideration of land and cash of equal or greater value, the State of New Mexico, acting by and through the Commissioner of Public Lands, trustee under the Act of June 20, 1910, 36 Stat. 557, Ch. 310, ("State"), grants to Hot Springs Land Development, LLC., a New Mexico limited liability company, subject to the conditions and reservations set forth or referred to in this Exchange Patent, the land in Sierra County, New Mexico described as follows:

Township 12 South, Range 4 West

Sec. 19 - Lots 1, 11, 12, 13, 14, 15, 16, 17, and 18, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 20 - E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 21 - All

Sec. 27 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Sec. 28 - E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 29 - NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 30 - Lots 1, 2, 3, and 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Sec. 31 - Lots 1, 2, 3, and 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Sec. 32 - All

Sec. 33 - NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,

W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Sec. 34 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Township 13 South, Range 4 West

Sec. 4 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

Sec. 5 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

N.M.P.M., Sierra County, NM

Total Acreage - 7,387.64, more or less.

SUBJECT TO all valid and existing rights, restrictions, reservations, covenants, conditions, rights-of-way, leases and easements of record affecting the granted lands, including but not limited to the following: those matters shown on United States Patent No. 30-2008-0001; those matters on file in the records of the U.S. Department of Interior, Bureau of Land Management; and, those matters on file in the records of the New Mexico State Land Office, including BL-1615 issued to the City of Truth or Consequences, New Mexico and R-19140 issued to the City of Truth or Consequences, New Mexico.

AND FURTHER SUBJECT TO a reservation by the State of New Mexico of all geothermal resources and all minerals of whatsoever kind in, under or upon said land, including but not limited to oil and natural gas, helium, carbon dioxide, coal and lignite, uranium, brine, copper, iron, lead, talc, barite, gold and silver, precious and semi-precious

Book 111
Page 2238

stones and jewels, caliche, building stones, shale, clay, sand, gravel and rock for crushing, whether or not now known to exist or to have value, of whatever form or type, at whatever depth, in whatever nature of deposit, whether solid, semi-solid, liquid, or gaseous, whether similar or dissimilar to any of those minerals enumerated, and regardless of the method of extraction whether by wells (including input wells), mining by subterranean, open-pit, or strip mines, surface or subsurface leaching, or any other means now or hereafter known or employed, together with all rights of access and surface use necessary for or reasonably incident to exploration for and extraction and removal of the minerals or geothermal resources, the right to execute leases for mineral or geothermal development and operation, the right to sell or dispose of the minerals or geothermal resources, the right to grant rights-of-way and easements for mineral or geothermal purposes, the right to prospect for, mine, produce and remove minerals and geothermal resources and the right to perform any and all acts necessary in connection therewith.

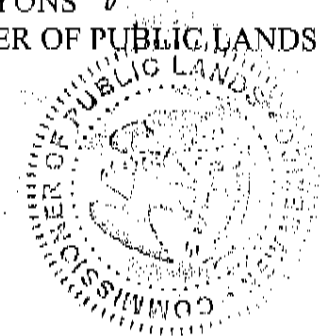
AND YET FURTHER SUBJECT TO a reservation by the State of New Mexico of any and all water rights vested in the State of New Mexico as of the date of this Patent which are located on or derived from the subject land, any and all water rights appurtenant to or riparian to the subject land as of the date of sale or exchange and the right to renew and extend any water easements, water leases or water rights existing as of the date of sale or exchange together with the right to receive the rents and revenues therefrom, together with all rights of access and surface use necessary for or reasonably incident to developing and utilizing such water rights.

Executed in duplicate under seal this 6th day of April, 2008.

STATE OF NEW MEXICO

Patrick H. Lyons
PATRICK H. LYONS
COMMISSIONER OF PUBLIC LANDS

[SEAL]



STATE OF NEW MEXICO } ss
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 16th day of April, A.D. 2008 at 4:30 o'clock P. M. and duly recorded in book 111, page 2237 - 2238

Fee \$ 11.00
Janice A. Sanchez
County Clerk of Sierra County, N.M.
By Armando S. Cardona
Deputy

Sierra County Title Company
PO Box 767 / 411 E 3rd Ave, Suite 5
Truth or Consequences, NM 87901
sierratitle@windstream.net

Search and Report No.: 074115

Higgenbotham Auctioneers
1629 Shepherd Rd.
Lakeland, FL 33811

Contact: Angie Poole

This search letter/report (the "Report") is not a guarantee or warranty of title; and the accuracy of this Report is not guaranteed. Sierra County Title Company, (the "Company") will not be liable for any defects, liens, encumbrances or other matters affecting title to the property described herein, or any errors or omissions relating to this Report. Liability for defects, liens, encumbrances or other matters affecting title to the property can be assumed by one of the Company's underwriters if title insurance is requested and issued.

In compliance with your request, we have updated a search of the records as reflected by the indices in the Office of the County Clerk, District Court Clerk, and County Treasurer, Sierra County, New Mexico **from April 16, 2008, at 5:00pm, to and including June 16, 2023, at 5:00pm**, as to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

And find that the following documents have been place of record during the period of our search:

- 1) **Exchange Patent** dated April 16, 2008, from the State of New Mexico, acting by and through the Commissioner of Public Lands, to Hot Springs Land Development LLC, a New Mexico limited liability company, filed for record on April 16, 2008, in Book 111 at Page(s) 2237-2238, in the Office of the Sierra County Clerk, New Mexico. (Pages 1-2)
- 2) **Surface Nondisturbance Land Use Restriction or Condition** dated April 16, 2008, from the Commissioner of Public Lands for the State of New Mexico, to Hot Springs Land Development, LLC, a New Mexico limited liability company, filed for record on April 16, 2008, in Book 111 at Page(s) 2239-2242, in the Office of the Sierra County Clerk, New Mexico. (Pages 3-6)

- 3) **Patent** dated April 4, 2008, from United States of America, to the State of New Mexico, filed for record on April 16, 2008, in Book 111 at Page(s) 2243-2337, in the Office of the Sierra County Clerk, New Mexico. (Pages 7-101)
- 4) **Commercial Lease** dated April 16, 2008, from Commissioner of Public Lands, to City of Truth or Consequences, filed for record on April 16, 2008, in Book 111 at Page(s) 2338-2350, in the Office of the Sierra County Clerk, New Mexico. (Pages 102-112)
- 5) **Clear Zone Easement** by the State of New Mexico to the City of Truth or Consequences, filed for record on November 18, 1976 and recorded in Book 111, Pages(s) 2351-2354, in the office of the Sierra County Clerk, New Mexico. (Pages 115-118)
- 6) **Mortgage** dated April 16, 2008, in favor of Wolf 1, LLC, a Florida limited liability company, executed by Hot Springs Land Development, LLC, a New Mexico limited liability company, filed for record on April 16, 2008, in Book 111 at Page(s) 2355-2364, in the Office of the Sierra County Clerk, New Mexico. (Pages 119-128)
- 7) **Amended and Restated Mortgage** dated March 11, 2009, in favor of Wolf 1, LLC, a Florida limited liability company, executed by Hot Springs Land Development, LLC, a New Mexico limited liability company, filed for record on March 12, 2009, in Book 113 at Page(s) 2596-2617, in the Office of the Sierra County Clerk, New Mexico. (Pages 129-150)
- 8) **Partial Release of Mortgage** dated April 21, 2011, by Wolf 1, LLC, a Florida limited liability company for Hot Springs Land Development, LLC, a New Mexico limited liability company, filed for record on April 25, 2011, in Book 117 at Pages 4228-4230, in the Office of the Sierra County Clerk, New Mexico. (Pages 151-153)
- 9) **Second Amended and Restated Mortgage** dated September 26, 2011, in favor of Wolf 1, LLC, a Florida limited liability company, executed by Hot Springs Land Development, LLC, a New Mexico limited liability company, filed for record on September 26, 2011, in Book 118 at Page(s) 3208-3227, in the Office of the Sierra County Clerk, New Mexico. (Pages 154-173)
- 10) **Ordinance** numbered 586 with City of Truth or Consequences, and Hot Springs Land Development, LLC, filed for record on August 25, 2008, in Book 112 at Page(s) 2107-2108, in the Office of the Sierra County Clerk, New Mexico. (Pages 174-175)

- 11) **Ordinance** numbered 586 with City of Truth or Consequences, and Hot Springs Land Development, LLC, filed for record on August 27, 2008, in Book 112 at Page(s) 2176-2179, in the Office of the Sierra County Clerk, New Mexico. (Pages 176-179)
- 12) **Claim of Lien** dated July 25, 2011, filed by BASCAR Engineering, against Hot Springs Land Development, LLC, filed for record on July 25, 2011, in Book 118 at Page(s) 1637-1638, in the Office of the Sierra County Clerk, New Mexico. (Pages 180-183)
- 13) **Release of Lien** dated April 26, 2010, by BASCOR Engineering for Hot Springs Land Development, LLC, filed for record on June 14, 2010, in Book 116 at Page(s) 1133-1134, in the Office of the Sierra County Clerk, New Mexico. (Pages 184-185)
- 14) **Special Warranty Deed** dated July 22, 2011, from Hot Springs Land Development, LLC, a New Mexico limited liability company, to City of Truth or Consequences, filed for record on July 22, 2011, in Book 118 at Page(s) 1531-1533, in the Office of the Sierra County Clerk, New Mexico. (Pages 186-188) [Save and Except tract out.]
- 15) **Claim of Lien** dated July 25, 2011, filed by John F. Roberts, against Hot Springs Land Development, LLC, filed for record on July 25, 2011, in Book 118 at Page(s) 1637-1638, in the Office of the Sierra County Clerk, New Mexico. (Pages 189-190)
- 16) **Release of Lien** dated June 27, 2012, by John F. Roberts for Hot Springs Land Development, LLC, filed for record on July 3, 2012, in Book 120 at Page(s) 313, in the Office of the Sierra County Clerk, New Mexico. (Page 191)
- 17) **Plat of Survey**, filed for record on July 3, 2012, in Book 120 at Page(s) 307-309 Slide #425, in the Office of the Sierra County Clerk, New Mexico. (Page 192) [Copy of Plat provided upon request.]
- 18) **Warranty Deed** dated June 21, 2012, from Hot Springs Land Development, LLC, a New Mexico limited liability company, to Hot Springs TC, LLC, a New Mexico limited liability company, filed for record on July 3, 2012, in Book 120 at Page(s) 310-312, in the Office of the Sierra County Clerk, New Mexico. (Pages 193-195) [Save and Except tract out; see search 074113.]
- 19) **Grant of Easement** by and between Hot Springs Land Development, LLC, a New Mexico limited liability company to New Mexico Department of Transportation, filed for record on December 10, 2018 and recorded in Book 130, Pages(s) 4679-4680, in the office of the Sierra County Clerk, New Mexico. (Pages 196-197)

- 20) **Right of Way Plat**, filed for record on May 2, 2023, in Book 140 at Pages(s) 849-869, in the Office of the Sierra County Clerk, New Mexico. (Page 198) [Copies of Plats provided upon request.]

(Copies of the document(s) set out above are attached hereto.)

Taxes: Land ID #18492 - Base Amount for 2022: \$9,593.23. Total Amount Due: \$0.00.
Date Due: December 10, 2023. Taxes for 2022 are paid.

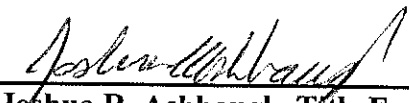
This report is in no way intended to warrant or guarantee the title, nor is it any way an opinion to the title. Further, this report does not warrant or guarantee the sufficiency or insufficiency of any instruments listed. It being the intention herein only to show a list of instruments, if any, that might have been place of record between the dates shown above.

In consideration of the Company issuing this Report, and as evidenced and agreed to by its acceptance of this Report, the party receiving this Report, and anyone else who might receive or rely upon this report (the "Releasers"), agree that no title commitment or title is being issued, and further agree that neither the Company, nor any of its officers, owners, employees or agents, shall have any liability or responsibility to Releasers or anyone claiming through Releasers, for any error or omission relating to this Report, including, but not limited, to errors or omissions arising during or relating to searching, posting, indexing or reporting.

This title report is issued with the express understanding, evidenced by the acceptance hereof, that the undersigned while believing the above statements to be true and correct, shall incur no liability by reason of such statements, nor any liability, in excess of the charge hereof, under this report.

WITNESS WHEREOF, the undersigned has caused this title report to be signed on the 30th day of June, 2023.

Sierra County Title Company

By: 

Joshua R. Ashbaugh, Title Examiner

Exhibit "A"

Township 12 South, Range 4 West

Sec. 19 - Lots 1, 11, 12, 13, 14, 15, 16, 17, and 18, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 20 - E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 21 - All

Sec. 27 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Sec. 28 - E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 29 - NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 30 - Lots 1, 2, 3, and 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Sec. 31 - Lots 1, 2, 3, and 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Sec. 32 - All

Sec. 33 - NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,

W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Sec. 34 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Township 13 South, Range 4 West

Sec. 4 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

Sec. 5 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

N.M.P.M., Sierra County, NM

Total Acreage - 7,387.64, more or less.

SAVE AND EXCEPT the lands described in Book 118 at Pages 1531-1533 (being Item 14 found at Pages 186-188 of this Report) AND the lands described in Book 120 at Pages 310-312 (being Item 18 found at Pages 193-195 of this Report).

Book 111
Page 2237

070263

COMMISSIONER OF PUBLIC LANDS FOR THE
STATE OF NEW MEXICO
EXCHANGE PATENT

No. 4350

For consideration of land and cash of equal or greater value, the State of New Mexico, acting by and through the Commissioner of Public Lands, trustee under the Act of June 20, 1910, 36 Stat. 557, Ch. 310, ("State"), grants to Hot Springs Land Development, LLC., a New Mexico limited liability company, subject to the conditions and reservations set forth or referred to in this Exchange Patent, the land in Sierra County, New Mexico described as follows:

Township 12 South, Range 4 West

Sec. 19 - Lots 1, 11, 12, 13, 14, 15, 16, 17, and 18, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

Sec. 20 - E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 21 - All

Sec. 27 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Sec. 28 - E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 29 - NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$

Sec. 30 - Lots 1, 2, 3, and 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$

Sec. 31 - Lots 1, 2, 3, and 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$

Sec. 32 - All

Sec. 33 - NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,

W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Sec. 34 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$

Township 13 South, Range 4 West

Sec. 4 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

Sec. 5 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$

N.M.P.M., Sierra County, NM

Total Acreage - 7,387.64, more or less.

SUBJECT TO all valid and existing rights, restrictions, reservations, covenants, conditions, rights-of-way, leases and easements of record affecting the granted lands, including but not limited to the following: those matters shown on United States Patent No. 30-2008-0001; those matters on file in the records of the U.S. Department of Interior, Bureau of Land Management; and, those matters on file in the records of the New Mexico State Land Office, including BL-1615 issued to the City of Truth or Consequences, New Mexico and R-19140 issued to the City of Truth or Consequences, New Mexico.

AND FURTHER SUBJECT TO a reservation by the State of New Mexico of all geothermal resources and all minerals of whatsoever kind in, under or upon said land, including but not limited to oil and natural gas, helium, carbon dioxide, coal and lignite, uranium, brine, copper, iron, lead, talc, barite, gold and silver, precious and semi-precious

Book 111
Page 2238

stones and jewels, caliche, building stones, shale, clay, sand, gravel and rock for crushing, whether or not now known to exist or to have value, of whatever form or type, at whatever depth, in whatever nature of deposit, whether solid, semi-solid, liquid, or gaseous, whether similar or dissimilar to any of those minerals enumerated, and regardless of the method of extraction whether by wells (including input wells), mining by subterranean, open-pit, or strip mines, surface or subsurface leaching, or any other means now or hereafter known or employed, together with all rights of access and surface use necessary for or reasonably incident to exploration for and extraction and removal of the minerals or geothermal resources, the right to execute leases for mineral or geothermal development and operation, the right to sell or dispose of the minerals or geothermal resources, the right to grant rights-of-way and easements for mineral or geothermal purposes, the right to prospect for, mine, produce and remove minerals and geothermal resources and the right to perform any and all acts necessary in connection therewith.

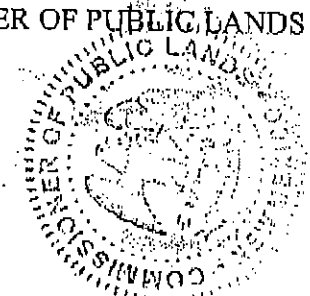
AND YET FURTHER SUBJECT TO a reservation by the State of New Mexico of any and all water rights vested in the State of New Mexico as of the date of this Patent which are located on or derived from the subject land, any and all water rights appurtenant to or riparian to the subject land as of the date of sale or exchange and the right to renew and extend any water easements, water leases or water rights existing as of the date of sale or exchange together with the right to receive the rents and revenues therefrom, together with all rights of access and surface use necessary for or reasonably incident to developing and utilizing such water rights.

Executed in duplicate under seal this 16th day of April, 2008.

STATE OF NEW MEXICO

Patrick H. Lyons
PATRICK H. LYONS
COMMISSIONER OF PUBLIC LANDS

[SEAL]



STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 16th day of April, A.D. 2008 at 9:30 o'clock P. M. and duly recorded in book 111 page 2237 & 2238 Fee \$ 11.00
Janice A. Sanchez
County Clerk of the County of Sierra
By Amendis B. Cardona

SURFACE NONDISTURBANCE
LAND USE RESTRICTION OR CONDITION
("LURC")

LURC No. 02-08

This LURC is granted by the Commissioner of Public Lands for the State of New Mexico (the "Commissioner"), trustee for the State of New Mexico (the "State") under the Act of June 20, 1910, 36 stat. 557, ch. 310 (the "Enabling Act") (the "Trust") to Hot Springs Land Development, LLC, a New Mexico limited liability company ("Hot Springs"), effective as of April 16, 2008 (the "Effective Date").

1. Background and Purpose of LURC. On April 16, 2008, the Commissioner and Hot Springs entered into an Agreement to Exchange Land (the "Agreement") pursuant to which the Commissioner agrees to exchange with Hot Springs the surface estate of the Land located in Sierra County, NM described below in Paragraph 3 (Land) (the "Land") for land located in Lea County, NM, reserving unto the State of New Mexico all rights in and to geothermal resources, oil, gas, sand, gravel, caliche, and all other natural resources and valuable natural deposits located in, on, or under the Land as more particularly described below, together with the right to access, lease, prospect or explore for, develop, mine, extract, produce, process, remove, and sell, as more particularly described below in Paragraph 2 (Mineral Rights). To facilitate development of the Land, Hot Springs has requested that the Commissioner, on behalf of the State as owner of the Mineral Rights, covenant not to issue leases to parties other than Hot Springs or its successors for the development of the Mineral Rights other than in the manner set forth below.

2. Mineral Rights. The Commissioner, as manager of the Trust, and specifically of the Mineral Rights described herein, is executing this LURC on behalf of the State, which claims ownership of, and in the Agreement to Exchange Land has reserved the rights to, all geothermal resources and all minerals of whatsoever kind in, under or upon the Land, including but not limited to oil and natural gas, helium, carbon dioxide, coal and lignite, uranium, brine, copper, iron, lead, talc, barite, gold and silver, precious and semi-precious stones and jewels, caliche, building stones, shale, clay, sand, gravel and rock for crushing, whether or not now known to exist or to have value, of whatever form or type, at whatever depth, in whatever nature of deposit, whether solid, semi-solid, liquid, or gaseous, whether similar or dissimilar to any of those minerals enumerated, and regardless of the method of extraction whether by wells (including input wells), mining by subterranean, open-pit, or strip mines, surface or subsurface leaching, or any other means now or hereafter known or employed, together with all rights of access and surface use necessary for or reasonably incident to exploration for and extraction and removal of the minerals or geothermal resources, the right to execute leases for mineral or geothermal development and operation, the right to sell or dispose of the minerals or geothermal resources, the right to grant rights-of-way and easements for mineral or geothermal purposes, the right to prospect for, mine, produce and remove minerals and geothermal resources and the right to perform any and all acts necessary in connection therewith, all of such together being the "Mineral Rights."

3. Land. The Land covered by this LURC is:

Book 111
Page 2240

Township 12 South, Range 4 West:

- Sec. 19 - Lots 1, 11, 12, 13, 14, 15, 16, 17, and 18, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 20 - E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 21 - All;
- Sec. 27 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$;
- Sec. 28 - E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 29 - NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 30 - Lots 1, 2, 3, and 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$;
- Sec. 31 - Lots 1, 2, 3, and 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 32 - All;
- Sec. 33 - NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,
W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
S $\frac{1}{2}$;
- Sec. 34 - Lots 1, 2, 3, and 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$.

Township 13 South, Range 4 West:

- Sec. 4 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
- Sec. 5 - Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$.

N.M.P.M., SIERRA COUNTY, NEW MEXICO; TOTAL ACREAGE:
7,387.64 acres, more or less (the "Land").

4. Fee. The fee for this LURC is: Ten Thousand Dollars (\$10,000.00)

5. Term. The term of this LURC shall be: For so long as the Land is developed and used for residential, commercial, and related purposes, including such public purposes as roadways, parks and open space, and schools (the "developed uses"), necessary for development of the State Trust Land as shown in any approvals for development of such Land by the City of Truth or Consequences or Sierra County, New Mexico. Should the Land not be developed for the developed uses, or once so developed, is no longer used for such purposes, the LURC shall be of no further force or effect. Should Hot Springs not commence developing the Land within five (5) years from the Effective Date, the Commissioner may cancel this LURC. This LURC also may be cancelled upon cessation of the developed uses for a period of one (1) year once development of such uses has commenced. The Commissioner shall give Hot Springs not less than thirty (30) days written notice of his intent to cancel this LURC, and this LURC shall be thereafter cancelled in accordance with such written notice, unless prior to the expiration of the notice period Hot Springs has provided satisfactory evidence to the Commissioner of the reasons why it has not commenced, continued with, and completed development of the Land with commercially reasonable diligence, or has ceased use of the developed uses, or has abandoned its rights under this LURC.

6. Restriction on Use; Right to Develop Mineral Rights from Other State Trust Land.

a. Restriction on Use. Neither the Commissioner, acting as trustee for the State of New Mexico, nor anyone claiming under it, shall issue leases to parties other than Hot Springs or its successors in title for the development of the Mineral Rights located on the Lands

for so long as the Land is used in the manner provided for in Paragraph 5 (Term) to access, explore, develop, mine, or extract geothermal resources and minerals reserved pursuant to Patent No. 4350. Nothing herein shall prevent the Commissioner from granting a lease to Hot Springs to mine caliche, building stones, shale, clay, sand, gravel and rock for crushing pursuant to the terms of 19.2.5 NMAC, as amended from time to time.

b. Right to Develop Mineral Rights from Other State Trust Land. This LURC shall not be construed as a waiver of the right of the State to explore for, develop, mine, or produce the Mineral Rights, including without limitation, oil and gas with wells drilled on the surface of land, including state trust land, other than the Land, including, but not limited to, directional wells bottomed beneath or drilled through any part (other than the surface) of the State Trust Land, or by pooling its oil, gas and other mineral interests with lands adjoining the State Trust Land in accordance with the laws and regulations of the State, so long as no activity takes place between the surface and a depth of five hundred feet (500').

7. No Waiver, Release, or Relinquishment of Mineral Rights. Except as provided in Paragraph 8, nothing herein shall be construed as waiving, releasing or relinquishing any right, title or interest of the State of New Mexico in and to the Mineral Rights in and under, and that may be produced from the State Trust Land.

8. Limitation on Reservation of Minerals, Geothermal Resources, and Certain Water Rights. The Commissioner acknowledges that Hot Springs will grade, trench, move, and remove materials, and otherwise alter the surface estate of the State Trust Land to construct roads, utilities, and building pads in order to develop it for residential, commercial, and related public purposes, including such public purposes as roadways, parks and open space, and schools necessary for the development of such Land, or any portion thereof, in accordance with any final plat approved for such development pursuant to New Mexico law, including without limitation the New Mexico Subdivision Act, NMSA 1978, § 47-6-1 or Sierra County subdivision ordinances (a "final plat"). The Parties agree that the reservation to the State provided for in the foregoing Subparagraph (a) (Reservation of Minerals, Geothermal Resources, and Certain Water Rights) shall not apply to any caliche, shale, clay, sand, gravel and rock necessarily used on or removed from the State Trust Land in the course of such development and that Hot Springs shall not be liable to the State for the value of said materials; provided, however, that the foregoing limitation of said reservation shall only apply to those materials necessarily used or removed in the course of developing the State Trust Land in accordance with such a final plat and shall not entitle Hot Springs to sell, barter, or otherwise convey title to such materials to a third party. Should Hot Springs remove materials in excess of that necessary to develop the State Trust Land in accordance with a final plat or should it sell, barter, or otherwise convey title to any materials removed to any third party, Hot Springs shall be liable to the State for the royalties payable at the Minimum Purchase Price, and any interest and penalties due thereon, charged by the Commissioner pursuant to 19.2.5 NMAC (Relating to Leases and Permits for Caliche, Gypsum, Clay, Sand, Grave, Stone, Shale, Perlite, Volcanic Deposits and Borrow Dirt), as amended from time to time.

[SIGNATURE ON FOLLOWING PAGE]

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS

Patrick H. Lyons
PATRICK H. LYONS



Book 111
Page 2242

April 16 2008
Date

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 16th day of April A.D., 20 08 at 4:35 o'clock P. M. and duly recorded in book 111 page 2239-2242 Fee \$ 15.00

Janice A. Sanchez
County Clerk, Sierra County, N.Mex
By *Amend B. Cardone*
Deputy

The United States of America

To all to whom these presents shall come, Greeting: DONA ANA TITLE CO. INC

NMNM 115935

GF # ACC

Book 111

Page 2243

Book 110

Page 1574

WHEREAS

The State of New Mexico

in exchange for certain land conveyed to the United States, has selected and is entitled to a Land Patent pursuant to Section 206 of the Act of October 21, 1976 (43 U.S.C. 1716), as amended by the Federal Land Exchange Facilitation Act of August 20, 1988, for the following described land:

New Mexico Principal Meridian, New Mexico.

T. 12 S., R. 4 W.,

- sec. 19, lots 1, 11 to 18 inclusive, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;
- sec. 20, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
- sec. 21, all;
- sec. 27, lots 1 to 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$;
- sec. 28, E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;
- sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- sec. 30, lots 1 to 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$;
- sec. 31, lots 1 to 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
- sec. 33, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$,
E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$,
S $\frac{1}{2}$;
- sec. 34, lots 1 to 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$.

T. 13 S., R. 4 W.,

- sec. 4, lots 1 to 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
- sec. 5, lots 1 to 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$.

T. 23 S., R. 3 E.,

- sec. 5, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- sec. 8, N $\frac{1}{2}$.

Containing 7,147.64 acres, more or less;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above-named claimant the land above described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities and appurtenances. of whatsoever nature. thereunto belong unto the said claimant. and its assigns forever and

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 7/4/2008

CERTIFICATION No. 30-2008-0001
page(s) 5
Carroll A. Buehler
Commissioner of Public Lands

NMNM 115935

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).
2. A right-of-way thereon for a federal aid highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, 150 feet in width, by right-of-way NMLC 0066166, issued on July 7, 1948, pursuant to the Act of November 9, 1921 (42 Stat. 216), as to lots 1, 11, 12, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 19; and SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 20, T. 12 S., R. 4 W., NMPM.
3. A right-of-way thereon for a federal aid highway (section 317) granted to New Mexico State Highway Department, issued on March 8, 1967, its successors or assigns, 10 feet in width, by right-of-way NMNM 001595, issued on March 8, 1967, pursuant to the Act of November 9, 1921 (42 Stat. 216) as to SE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W.. and lot 3 of section 4, T. 13 S., R. 4 W., NMPM.
4. A right-of-way thereon for a federal aid highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, by right-of-way NMNM 002209, issued on May 3, 1967, pursuant to the Act of August 27, 1958 (72 Stat. 916, 23 U.S.C. 317(A)) as to SW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., NMPM.
5. A right-of-way thereon for a federal aid interstate highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, by right-of-way NMNM 008476, issued on March 7, 1969, pursuant to the Act of August 27, 1958 (72 Stat. 916, 23 U.S.C. 317(A)) as to lots 2 and 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, of section 4, T. 13 S., R. 4 W., NMPM.
6. A right-of-way thereon for a federal aid interstate highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, by right-of-way NMNM 014707, issued on January 11, 1972, pursuant to the Act of August 27, 1958 (72 Stat. 892; 23 U.S.C. 107(D)) as to SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 20, W $\frac{1}{2}$ SW $\frac{1}{4}$ of section 21, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ of section 28, T. 12 S., R. 4 W., NMPM.
7. A right-of-way thereon for a federal aid interstate highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, 300 feet in width, by right-of-way NMNM 0559009, issued on February 1, 1966, pursuant to the Act of August 27, 1958 (72 Stat. 916; 23 U.S.C. 317(A)) as to W $\frac{1}{2}$ SW $\frac{1}{4}$ of section 21, W $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ of section 28, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of section 33 of T. 12 S., R. 4 W., and lots 2 and 3 of section 4, T. 13 S., R. 4 W., NMPM.

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 2/27/2008

CERTIFICATION 30-2008-0001

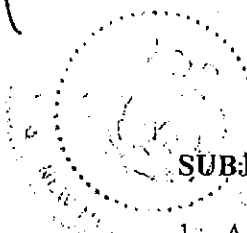
Patricia A. Sullivan
Commissioner of Public Lands



NMNM 115935

- 8. A right-of-way thereon for a federal aid highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, by right-of-way NMNM 0559085, issued on February 10, 1966, pursuant to the Act of August 27, 1958 (72 Stat. 916; 23 U.S.C. 317(A)) as to SW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 28 of T. 12 S., R. 4 W., NMPM.
- 9. A right-of-way thereon for a water pipeline and access road granted to Moongate Water Company, its successors or assigns, by right-of-way NMNM 98532, issued on April 23, 1998, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) as to SW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 5, and W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ of section 8. T. 23 S., R. 3 E., NMPM.
- 10. Floodplain reservation pursuant to the authority contained in Section 3 (d) of Executive Order 11988 of May 24, 1977, and Section 203 of the Act of October 21, 1976 (43 U.S.C. 1713). This restriction constitutes a covenant running with the land whereby 235 acres of land noted on FEMA Flood Insurance Rate maps 35077 0300B, dated June 3, 1986; 350071 0485C dated July 16 1996, and 350071 0500C, dated July 16, 1996; and 35007 0500C, dated July 16, 1996, is subject to 100-year flood event under the classification "Zone A".
- 11. A right-of-way thereon for a federal aid highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, 200 feet in width, 2.571 miles long, by right-of-way NMLC 0052960, issued on December 20, 1935 pursuant to the Act of November 9, 1921 (42 Stat. 216) as to NW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., NMPM. N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 4, E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 9, SW $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{2}$ SW $\frac{1}{4}$ of section 10, T. 13 S., R. 4 W., NMPM.
- 12. A right-of-way thereon for a federal aid highway (section 317) granted to New Mexico State Highway Department, its successors or assigns, 200 feet in width, by right-of-way NMLC 054809, issued on October 18, 1937, pursuant to the Act of November 9, 1921 (43 Stat. 216), as to W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ of section 20, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ of section 28, E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., NMPM.

I certify that the foregoing instrument (date) is a true and exact photostatic copy of the original in my custody and on file in the State Land Office.
 Date 11/27/2008
CERTIFICATION 30-2008-0001
Patricia A. Brown
 Commissioner of Public Lands



SUBJECT TO:

- 1. All valid existing rights-of-way and easements.
- 2. Those rights for a transmission line granted to Tri-State G&T Association, its successors or assigns, 50 feet in width, by right-of-way NMLC 0067918, issued

Patent Number **30-2008-0001**

NMNM 115935

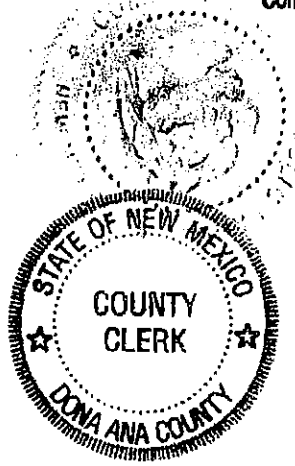
on September 22, 1950, pursuant to the Act of December 5, 1924 (43 Stat. 672), as to E $\frac{1}{2}$ W $\frac{1}{2}$ of section 21, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, of section 28, and SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., NMPM.

3. Those rights for a water facility granted to the City of Truth or Consequences, its successors or assigns, 1161.6 feet in length by 10 feet wide, by right-of-way NMNM 018561, issued on March 23, 1978, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) as to N $\frac{1}{2}$ SW $\frac{1}{4}$ of section 20, T. 12 S., R. 4 W., NMPM.
4. Those rights for a fiber optic line granted to Valor Telecommunications of Texas, LP, its successors or assigns, 10 feet in width, by right-of-way NMNM 044852, issued on September 4, 1984, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) as to lots 11 and 12, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 19, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ of section 20, SW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 29, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., and lots 1 and 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ of section 4, T. 13 S., R. 4 W., NMPM.
5. Those rights for a transmission line granted to Sierra Electric Cooperative, Inc. its successors or assigns, 20 to 30 feet in width, by right-of-way NMNM 057037, issued on May 28, 1985, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) as to lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ of section 19, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ of section 20, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ of section 21, lot 1, NW $\frac{1}{4}$ NE $\frac{1}{4}$ of section 27, E $\frac{1}{2}$ W $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ of section 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$ of section 29, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., and lot 1, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ of section 4, T. 13 S., R. 4 W., NMPM.
6. Those rights for County Road A-013 granted to Sierra County, its successors or assigns, 40 feet in width, by right-of-way NMNM 057095, issued on July 10, 1987, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; U.S.C. 1761) as to SE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 4, T. 13 S., R. 4 W., NMPM.
7. Those rights for telephone line granted to Contel of the West, its successors or assigns, 0.225 feet in length by 20 feet wide, by right-of-way NMNM 0560165, issued on July 27, 1966, pursuant to the Act of March 4, 1911 (36 Stat. 1253; 43 U.S.C. 961) as to SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ of section 33, T. 12 S., R. 4 W., NMPM.

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date 11/12/2008
CERTIFICATION 30-2008-0001
 5 pages
 Patricia A. Brown
 Commissioner of Public Lands

- 8. Those rights for a road granted to Sierra County, its successors or assigns, 1,850 feet in length by 50 feet wide, by right-of-way NMNM 064773, issued on February 5, 1987, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) as to lot 12 of section 19, T. 12 S., R. 4 W., NMPM.
- 9. Those rights for a temporary use permit for a ground water monitoring well and access road to Sierra County, its successors or assigns, 100 feet in width by 100 feet in length monitoring well area and 30 feet in width by 1,650 feet in length access road, by right-of-way NMNM 106191, issued June 21, 2007, pursuant to the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2778; 43 U.S.C. 1764) as to lots 9, 13 and 15 of section 19, T. 12 S., R. 4 W., NMPM.

CERTIFICATION
 I certify that the foregoing instrument Patent No. 30-2008-0001 containing 5 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 4/14/2008
Patrick H. Lyons
 Commissioner of Public Lands



COUNTY OF DONA ANA) PATENT
 STATE OF NEW MEXICO) ss PAGES: 5

I Hereby Certify That This Instrument Was Filed for record On The 26TH Day Of October, 2007 at 11:12:12 AM and Was Duly Recorded as Instrument # 0736363 of The Records Of Dona Ana County

Witness My Hand And Seal Of Office
 Rita Torres
 Deputy *Shueans* County Clerk, Dona Ana, NM



IN TESTIMONY WHEREOF, the undersigned authorized officer of The Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand in Santa Fe, New Mexico the TWENTY-FOURTH of OCTOBER in the year of our Lord TWO-THOUSAND AND SEVEN and the Independence of the United States the TWO HUNDRED AND THIRTY-TWO.

By *Ron Dunton*
 Ron Dunton
 Deputy State Director
 Division of Resources

BUREAU OF LAND MANAGEMENT
CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2248

18F7

Run Date/Time: 09/17/07 08:13 AM

Page 19 of 22

01 08-27-1958;072STAT0916;23USC317(A)
Case Type 282103: FED AID HIGHWAY(SEC 317)
Commodity 971: NON-ENERGY FACILITIES
Case Disposition: AUTHORIZED

Total Acres: 163.982
Serial Number NMNM-- 0 315710

Serial Number: NMNM-- 0 315710

Name & Address	Int Rel	%Interest
NM ST HWY DEPT PO BOX 1149 SANTA FE NM 875041149	HOLDER	100.00000000

Mer Twp Rng Sec	SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
23 0190S 0020W 009	ALIQ	NE,NENW;	LAS CRUCES	DONA ANA	BUREAU OF LAND MGMT
23 0190S 0020W 010	ALIQ	NWNW,S2N2;	LAS CRUCES	DONA ANA	BUREAU OF LAND MGMT
23 0190S 0020W 011	ALIQ	S2N2,NESE;	LAS CRUCES	DONA ANA	BUREAU OF LAND MGMT
23 0190S 0020W 012	ALIQ	SWNW,N2SW,SESW,SWSE;	LAS CRUCES	DONA ANA	BUREAU OF LAND MGMT

Serial Number: NMNM-- 0 315710

Act Date	Code	Action	Action Remarks	Pending Office
09/13/1962	124	APLN RECD		
09/26/1962	307	ROW GRANTED-ISSUED		
09/26/1962	501	REFERENCE NUMBER	PROJ-I-025-1(5)26;	
09/26/1962	503	LENGTH IN MILES	3.645;	
09/26/1962	504	WIDTH IN FEET (TOTAL)	VAR;/A/	
09/21/1989	974	AUTOMATED RECORD VERIF	ES;	
07/14/1995	974	AUTOMATED RECORD VERIF	ES;	
09/26/1999	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		

Line Nr	Remarks
0002	/A/ 35, 400 AND 450 FEET;

Serial Number: NMNM-- 0 315710

2007 SEP 24 AM 8 28
STATE LAND OFFICE
SANTA FE, N.M.



CERTIFICATION
I certify that the foregoing instrument NMNM 0315710 containing 7 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 9-15-2008
Patrick H. Lyons
Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

Book 111
Page 2249

NH 0215710
Right-of-Way

Land Office
P. O. Box 1291
Santa Fe, New Mexico

September 26, 1962

PRECISION

RIGHT-OF-WAY GRANTED

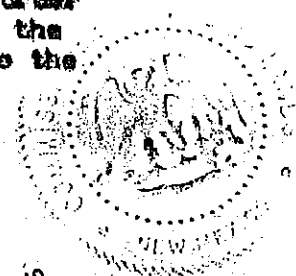
Details of Grant

Serial number of grant:	New Mexico 0215710 (New Mexico Project No. I-023-1 (5) 26, Dona Ana County, New Mexico)
Name of grantee:	New Mexico State Highway Commission P. O. Box 1641 Santa Fe, New Mexico
Map showing the location and dimensions of grant:	
Date Filed:	September 13, 1962
Permitted use by grantee:	Federal Aid Interstate Highway
Authority for grant:	Section 117 of the act of August 27, 1958 (72 Stat. 885; 23 U.S.C. 317); and Section 107d, Title 23 U.S.C. (Public Law 85-767)
Date of grant:	September 26, 1962
Expiration date of grant:	None
Rental:	None

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Bureau Order No. 604, dated August 28, 1961 (26 F.R. 8216), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions.

1. All valid rights existing on the date of the grant, and reserving rights-of-way for canals and ditches constructed under authority of the United States.



CERTIFICATION
I certify that the foregoing instrument NMNH 0215710 containing 7 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-12-2008 *Patricia H. Farnsworth*
Commissioner of Public Lands

Noted
S/R SEP 28 1962
MTP
USE

Book 111

Page 2250

2. All regulations under the act specified above.

Peter A. Gutierrez

Peter A. Gutierrez, Chief
Lands Adjudication Section

STATE OF NEW MEXICO }
COUNTY OF SANTA FE }

I, Hoover H. Wright, a Notary Public in and for the said County and State, do hereby certify that on this the 26th day of September, 1962, before me personally appeared Peter A. Gutierrez, being to me personally well known and known by me to be the Chief, Lands Adjudication Section, Land Office, Bureau of Land Management, and acknowledged that the foregoing instrument bearing date of September 26, 1962, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Chief, Lands Adjudication Section, Land Office, Bureau of Land Management.

Witness my hand and seal this 26th day of September, 1962.

/s/ Hoover H. Wright
Notary Public

(SEAL)

My Commission Expires

9-30-63

- Orig. & 3 cc: Bureau of Public Roads
- 1 cc: Director (w/map)
- 1 cc: Las Cruces District Office

TRomero:jba

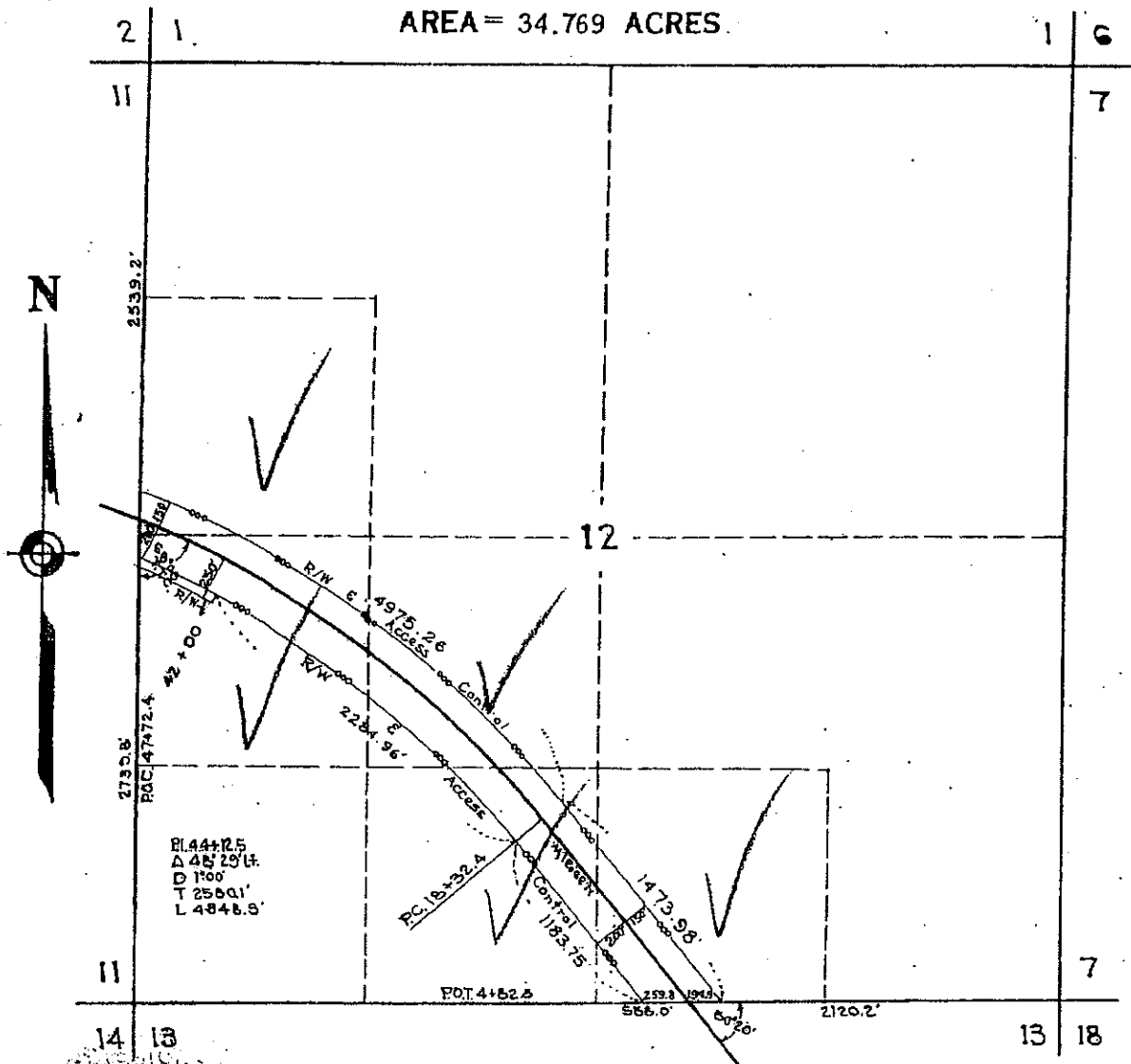


CERTIFICATION
I certify that the foregoing instrument LNHM 0315110 containing 7 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
copy provided by SLM, THAT IS
Patrick A. Lyons *PL*
Commissioner of Public Lands

NEW MEXICO STATE HIGHWAY COMMISSION
 MAP
 SHOWING RIGHT OF WAY REQUIRED
 FOR NMP No. 1-025-1(5)26 Access Control
 WITHIN SECTION 12 T.19S., R.2W. NMP M,
 Dona Ana COUNTY, NEW MEXICO.

Book 111
 Page 2251

SCALE: 1" = 1000'
 AREA = 34.769 ACRES.



"Unappropriated and unreserved lands are affected by this Right of Way."

Chief Lands Adjudication Section

RECEIVED
 BUREAU OF LAND MANAGEMENT
 LAND OFFICE - SANTA FE, N.M.
 SEP 15 1982
 HOUR 10:00 A.M.

CERTIFICATION 5110
 I certify that the foregoing instrument NANM0315110 containing 7 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 4-15-2008
Patrick H. Lyman
 Commissioner of Public Lands

NM 0315710

DATE
 REF. No. 2-1

NEW MEXICO STATE HIGHWAY COMMISSION

MAP

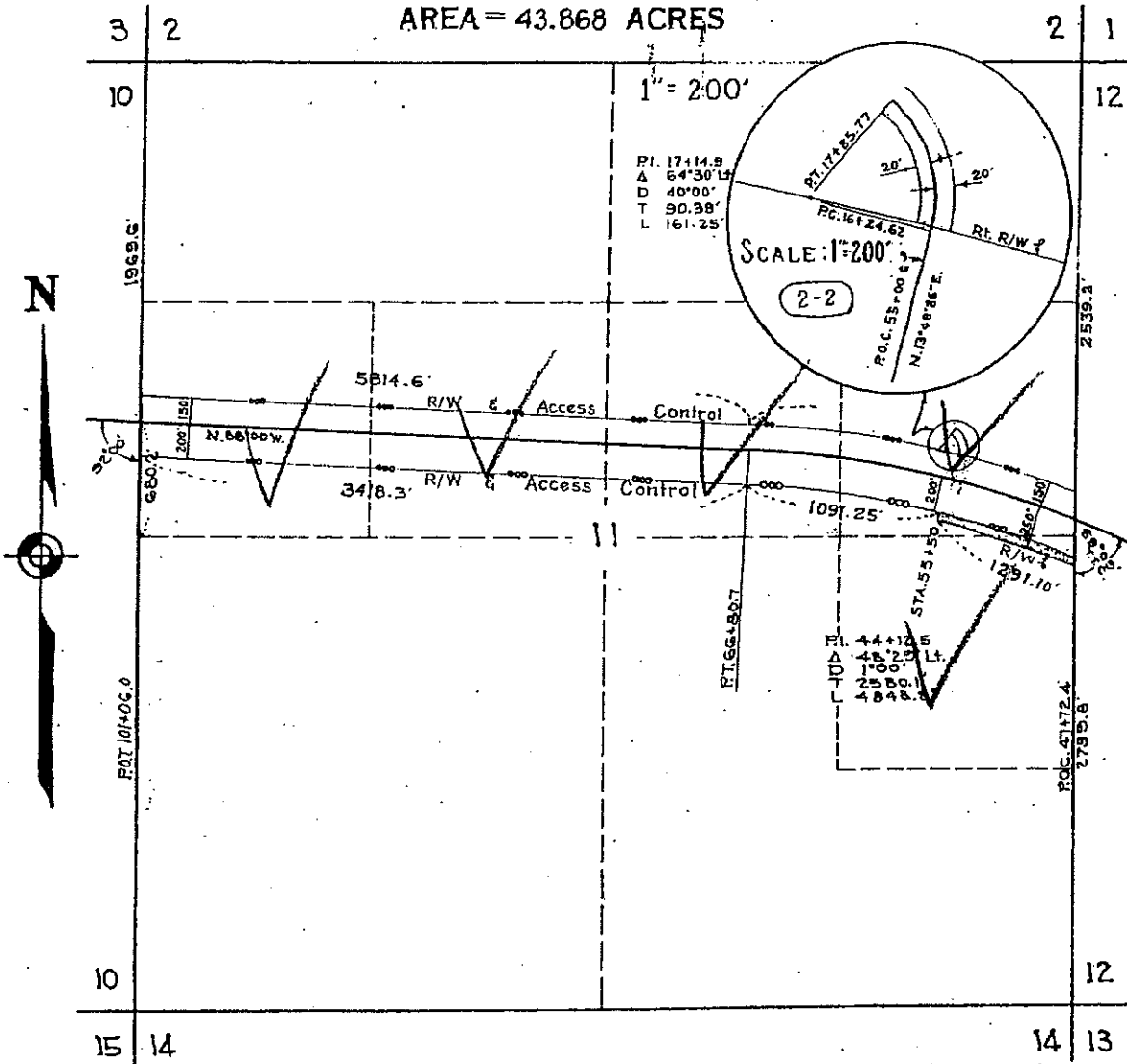
Book 111

SHOWING RIGHT OF WAY REQUIRED

Page 2252

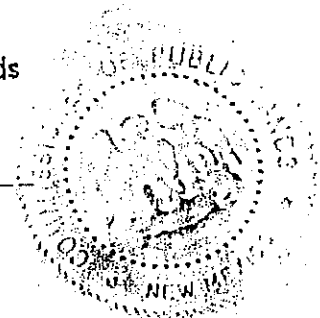
FOR NMP No. 025-1(5)26 Access Control
WITHIN SECTION 11 T. 19 S., R. 2 W. N M P M.
Dona Ana COUNTY, NEW MEXICO.

SCALE: 1" = 1000'
AREA = 43.868 ACRES



"Unappropriated and unreserved lands are affected by this Right of Way."

Chief Lands Adjudication Section



DATE

REF. No. 2-1 & 2-2

CERTIFICATION
 I certify that the foregoing instrument NM 0315710 containing 7 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office.
 Date: 4-15-2008
 Patrick H. Lynam, Jr.
 Commissioner of Public Lands

NM 0315710

NEW MEXICO STATE HIGHWAY COMMISSION

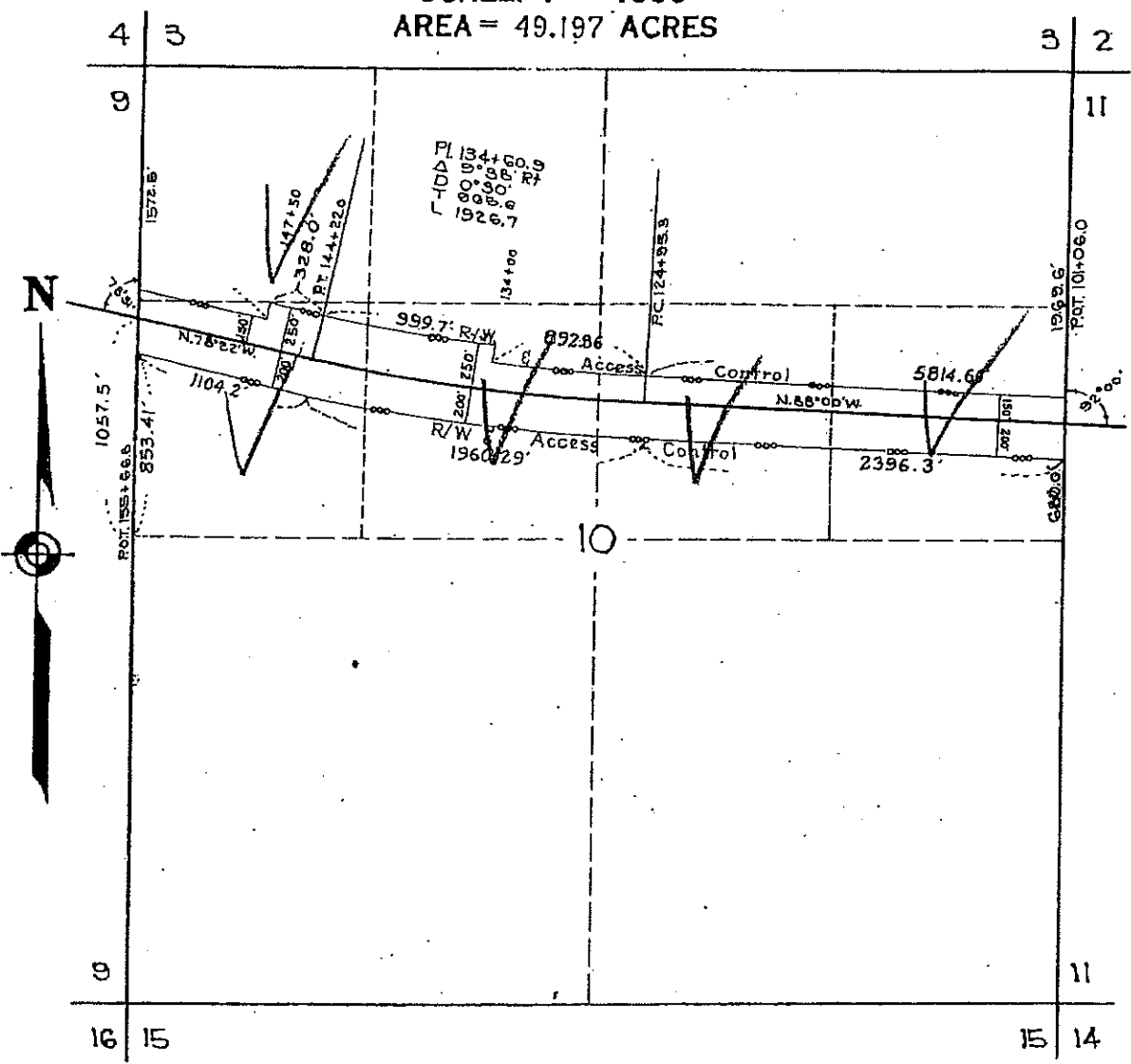
MAP

Book 111

SHOWING RIGHT OF WAY REQUIRED Page 2253

FOR NMP No. 1-025-1(5)26 Access Control
WITHIN SECTION 10 T. 19S., R. 2W. NMPM,
Dona Ana COUNTY, NEW MEXICO.

SCALE: 1" = 1000'
AREA = 49.197 ACRES



" Unappropriated and unreserved lands are affected by this Right of Way. "

Chief Lands Adjudication Section

CERTIFICATION

I certify that the foregoing instrument NMP No. 1-025-1(5)26 containing 7 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-15-2008

Copy Provided by ALM, TMT 75
Patrick H. Lyman
Commissioner of Public Lands

NM 9315710

DATE
REF. No. 2-1

NEW MEXICO STATE HIGHWAY COMMISSION

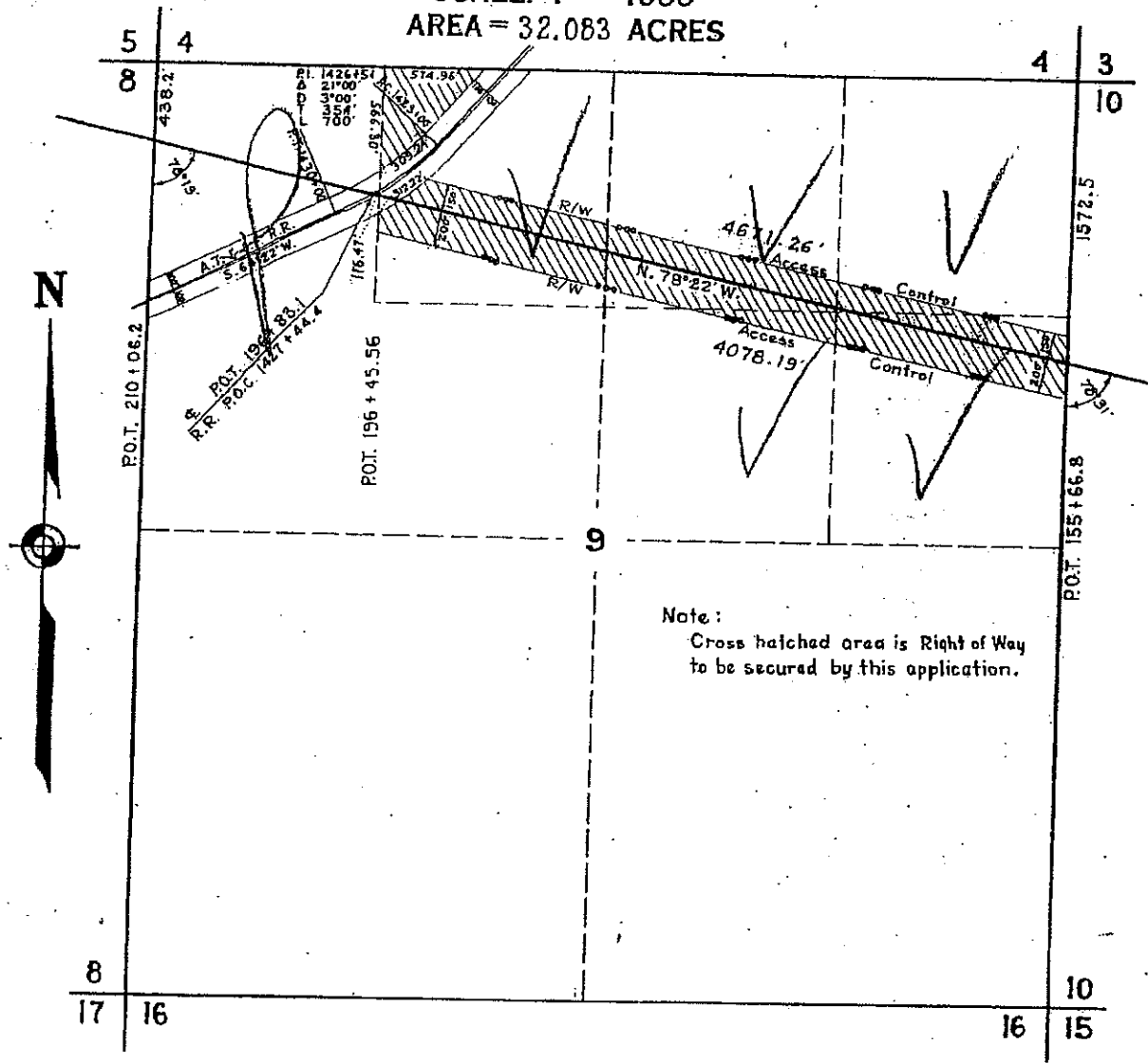
MAP

Book 111

SHOWING RIGHT OF WAY REQUIRED Page 2254

FOR NMP No. 1-025-1(5)26 Access Control
WITHIN SECTION 9 T. 19 S., R. 2 W. N M P M.
DONA ANA COUNTY, NEW MEXICO.

SCALE: 1" = 1000'
AREA = 32.083 ACRES



Note:
Cross hatched area is Right of Way
to be secured by this application.

"Unappropriated and unreserved lands
are affected by this Right of Way."

Chief Lands Adjudication Section

CERTIFICATION ⁷¹⁰
I certify that the foregoing instrument NMNM 0315 containing 7 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. NOTY PROVIDED BY G.L.M. THAT IS
Date: 7-15-2008

Patrick H. Lynskey
Commissioner of Public Lands NM 0315710

DATE
REF. No. 2-1,5-1

B BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(LIVE) Serial Register Page

Book 111
Page 2255

10F7

Run Date/Time: 09/17/07 08:13 AM

Page 18 of 22

01 03-04-1911;036STAT1253;43USC961

Total Acres
3.190

Serial Number
NMNM-- 0 168899

Case Type 286202: ROW-TELEPHONE-TELEGRAPH 43USC961

Commodity 971: NON-ENERGY FACILITIES

Case Disposition: AUTHORIZED

Serial Number: NMNM-- 0 168899

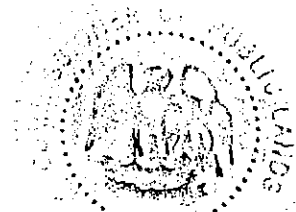
Name & Address

Name & Address	Int Rel	%Interest
VALOR TELECOMMUNICATIONS OF TX 201 E JOHN CARPENTER FWY #200 IRVING TX 75062	HOLDER/BILLEE	100.00000000

Mer Twp Rng Sec	SType SNr Suff	Subdivision	Serial Number: NMNM-- 0 168899		
			District/Resource Area	County	Mgmt Agency
23 0230N 0050E 004	LOTS	7;	TAOS FO	RIO ARRIBA	CARSON NF
23 0230N 0050E 009	LOTS	1,2,5;	TAOS FO	RIO ARRIBA	CARSON NF
23 0210N 0070E 001	LOTS	1;	TAOS FO	RIO ARRIBA	BUREAU OF LAND MGMT
23 0210N 0080E 006	LOTS	2;	TAOS FO	RIO ARRIBA	BUREAU OF LAND MGMT
23 0210N 0080E 006	LOTS	2;	TAOS FO	SANTA FE	BUREAU OF LAND MGMT

Serial Number: NMNM-- 0 168899

Act Date	Code	Action	Action Remarks	Pending Office
04/14/1961	124	APLN RECD		
01/16/1963	103	ADDTL INFO RECD	CLS;	
01/16/1963	307	ROW GRANTED-ISSUED		
01/16/1963	502	LENGTH IN FEET	4624.50	
01/16/1963	504	WIDTH IN FEET (TOTAL)	30;	
09/01/1966	817	MERGER RECOGNIZED	/A/;	
07/15/1968	287	PROOF CONST/USE ACPT		
09/08/1972	940	NAME CHANGE RECOGNIZED	/B/;	
10/03/1977	940	NAME CHANGE RECOGNIZED	/C/;	
12/15/1982	111	RENTAL RECEIVED	\$50.00;10YRS/83-92	
02/06/1990	974	AUTOMATED RECORD VERIF	CG/MR;	
01/19/1993	315	RENTAL RATE DET/ADJ	\$172.00;4YR11MO/93-97	
02/22/1993	111	RENTAL RECEIVED	\$172.00;4YR11MO/93-97	
04/17/1996	817	MERGER RECOGNIZED	CONTEL/GTE SW INC;	
03/24/1998	111	RENTAL RECEIVED	\$194.91;5YR/98-2002	
11/22/2001	140	ASGN FILED		
11/29/2001	347	FILING FEE RECEIVED	\$50.00;1	
12/05/2001	139	ASGN APPROVED	FROM GTE SOUTHWEST;	
01/06/2003	111	RENTAL RECEIVED	\$209.26;1	
01/30/2004	817	MERGER RECOGNIZED	/D/;	
01/01/2008	088	NEXT BILLING DATE	\$209.26;	
01/16/2013	783	EXPIRES		



Line Nr	Remarks	Serial Number: NMNM-- 0 168899
0002	/A/ESPANOLA WITH NM STATE;	
0003	/B/NAME CHANGE WESTERN STATES TELE;	
0004	/C/WESTERN TELECONTINENTAL TELE CO OF THE WEST;	
0005	/D/VALOR TELECOMM OF NM TO VALOR TELECOMM OF TX LP;	

CERTIFICATION 168899 containing 7 page(s)
I certify that the foregoing instrument (NMNM 0168899) in my custody and on file in the State Land Office is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 8-15-2008
Signature: Patrick H. Furr
Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

Book 111
Page 2256

NM 0168899, et al
2800 (943a)

STATE OFFICE
P. O. Box 1449
Santa Fe, New Mexico 87501

MLKoren
2/9/78

February 9, 1978

DECISION

Continental Telephone Company	:	
of the West	:	
Right-of-Way Department	:	Rights-of-Way
P. O. Box 35309	:	NM 0168899, et al
Phoenix, AZ 85069	:	
	:	
	:	

Change of Corporate Name Recognized

On October 3, 1977, there was filed in this office acceptable evidence of the change of name of Western States Telephone Company to Continental Telephone Company of the West. The evidence is acceptable and hereby recognized. The documents pertinent to the name change have been filed in this office.

The right-of-way grants in the State of New Mexico now held by Continental Telephone Company of the West are as follows and the records have been noted accordingly:

- NM 0168899, NM 0302030, NM 0553910,
- NM 0557222, NM 0560165, NM 4348,
- NM 8353 and NM 12213.

With regard to NM 0556453, enclosed is copy of our decision of March 11, 1975 informing you that we will no longer collect rentals on this grant because the lands are patented. The records have been noted and the case closed as of March 11, 1975.

/s/ Stella V. Gonzales
Chief, Lands Section

Enclosure (1)
Copy of 3/11/75 decision
for NM 0556453

cc:
Albuquerque, DO
Las Cruces, DO
Accounts
Records & Appraisal Staff
943a:MLKoren:cao:2/9/78:X326



CERTIFICATION NMNM 0168899 containing 7 page(s)
I certify that the foregoing instrument NMNM 0168899 is a true and exact photocopy of the original in my custody and on file in the State Land Office. COPY PRINTED BY SLS, THAT IS
Date 4-15-2008
Patrick H. Lynn
Commissioner of Public Lands

3077
Rouse

Book 111
Page 2257

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DIVISION OF LANDS & MINERALS
PROGRAM MANAGEMENT & LAND OFFICE
P. O. Box 1449
Santa Fe, New Mexico 87501

NM 0560165
Right-of-Way
4.20c

July 27, 1966

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant:

Name of grantee:

Map showing the location and dimensions of grant:

Map designation

Date filed

Permitted use by grantee:

Authority for grant:

Regulations applicable to grant:

Code reference

Circular

Date of grant:

Expiration date of grant:

Rental:

Amount

When payable by grantee

New Mexico **0560165**

Western States Telephone Company, Incorporated
P. O. Box 592
Truth or Consequences,
New Mexico, 87901

May 19, 1966

Telephone line

Act of March 4, 1911 (35 Stat. 1453; 43 U.S.C. 961), as amended

43 CFR 224.1 & .4-1 (formerly 43 CFR 244, Subparts A and B)

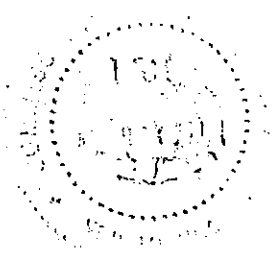
2161

July 27, 1966

July 27, 2016

\$25.00 per 5-year period

On or before the first day of each 5-year period



CERTIFICATION NMNM 0168899 containing 7 page(s)

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-15-2008

Patrick H. Lyons
Commissioner of Public Lands

Terms and Conditions of GrantBook 111
Page 2258

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circular specified above.
3. Filing of proof of construction within 5 years of date of grant.
4. Stipulation agreed to by grantee, copy attached.
5. Nondiscrimination in Employment. This contract (permit) is subject to the provisions of Sec. 301 of Executive Order No. 10925, as amended, a copy of which is attached.

The right-of-way for which this grant is issued involves the following described land:

T. 12 S., R. 4 W., N. Mex. Prin. Mer., New Mexico
 Sec. 6: SW¹/₄, SE¹/₄
 Sec. 7: NE¹/₄, SE¹/₄
 Sec. 8: SW¹/₄
 Sec. 33: SE¹/₄, NE¹/₄

/s/ Harold A. Berends

Chief, Branch of Lands

Enclosures

Stipulation (Powerline & Telephone Line)
 Form 1510-11 and Amendment

cc: Federal Aviation Agency (w/copy of enclosures)
 Albuquerque Area Office
 P. O. Box 8502
 Albuquerque, New Mexico 87108

cc: Las Cruces District Office

Tramero:es



CERTIFICATION
 I certify that the foregoing instrument NMNM 0168899 containing 7 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office. Copy provided by BLM, TLR 5
 Date 4-15-2008

Patrick H. Luzzo
 Commissioner of Public Lands

Book 111

NM 0560165

Right-of-Way

Page 2259

STIPULATIONS - Powerline and Telephone Line Rights-of-Way

The undersigned, applicant of the above-designated right-of-way application, expressly agrees to be bound by the following provisions where applicable:

1. Water bars shall be constructed along any cleared right-of-way and on service roads in such a manner as to eliminate any water concentration.
2. No existing structure will be disturbed or made inoperative by the right-of-way.
3. If any fence is crossed by the right-of-way and continued ingress and egress is required, a gate shall be installed using the same standards as those set up by the Bureau of Land Management. Excessive use might necessitate installation of cattleguard.
4. Where the right-of-way, or road constructed in connection with the right-of-way is cleared through a natural barrier that is used as a barrier for livestock the gaps thus opened shall be fenced to Bureau of Land Management standards. If continued ingress and egress is required, a gate or cattleguard shall be installed in the fence maintaining Bureau of Land Management standards.

BUREAU OF LAND MANAGEMENT
 U.S. DEPARTMENT OF THE INTERIOR
 LAS CRUCES, N.M.
 1966
 HOUR: 10:00 A.M.

Note: Standard specifications for fences, gates cattleguards, etc., may be obtained from the BLM District Office in Las Cruces.

Western States Telephone Co., Inc.

By [Signature]
area manager

Date Accepted 7/22/66



CERTIFICATION
 I certify that the foregoing instrument NMNM containing 7 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office.
 Date 4-15-2008
 Copy prepared by BLM, THAT IS
[Signature]
 Commissioner of Public Lands

NONDISCRIMINATION IN EMPLOYMENT

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

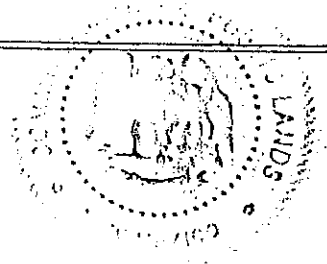
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order Number 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order Number 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order Number 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order Number 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



CERTIFICATION ⁸⁸⁹⁹
I certify that the foregoing instrument NMNMD16 containing 7 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. COPY PROVIDED BY ALM, THAT IS
Date 4-15-2008
Patrick H. Lyons
Commissioner of Public Lands

Book 111
Page 2261

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY
(Amendment to Form 1510-11)

(a) Paragraphs (4) through (7) of attached Form 1510-11 are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

(b) In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in section 403(b) of Executive Order No. 11246, remain in effect and, where applicable, shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

(c) The Equal Employment Opportunity representation in the attached Form 1510-11 is amended to insert, after the reference to "Executive Order 10925" the following: "or the clause contained in section 201 of Executive Order No. 11114".



CERTIFICATION ⁰¹⁶⁸⁸⁹⁹
I certify that the foregoing instrument N/A/N/A containing 7 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office copy prepared by BLM, that is
Date 7-15-2008
Patrick H. Lyons
Commissioner of Public Lands

**DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**CASE RECORDATION Book 111
(LIVE) Serial Register Page 2262**

7/10/16

Run Date/Time: 09/17/07 08:35 AM

01 10-21-1976;090STAT2776;43USC1761

Case Type 281001: ROW-ROADS
Commodity 971: NON-ENERGY FACILITIES
Case Disposition: PENDING

Total Acres
0.001

Serial Number
NMNM-- - 057095

Page 1 of 6

Serial Number: NMNM-- - 057095

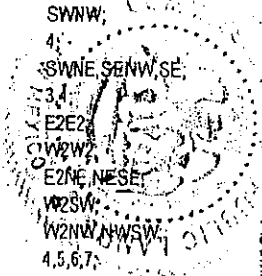
Name & Address

SIERRA COUNTY OF	100 N DATE ST	T OR C NM 87901	Int Rel HOLDER	%Interest 100.00000000
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Serial Number: NMNM-- - 057095

Mer Twp Rng Sec	SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
23 0100S 0010E 012	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0010E 013	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0010E 014	ALIQ	E2NE,SESW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0010E 026	ALIQ	W2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0010E 035	ALIQ	NE,E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0010E 001	ALIQ	SENW,E2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0010E 001	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0010E 012	ALIQ	W2NE,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 001	ALIQ	SWNE,S2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 001	LOTS	1,5;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 003	ALIQ	SWNW,SW,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 003	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 004	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 004	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 010	ALIQ	NE,NENW,SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 015	ALIQ	NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 020	ALIQ	E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 021	ALIQ	NWNE,N2SW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 022	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 024	ALIQ	SESW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 024	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 025	ALIQ	N2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 026	ALIQ	N2N2,SWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 027	ALIQ	NE,NENW,N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 028	ALIQ	SESW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 029	ALIQ	NE,SENW,SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 031	ALIQ	E2NE,E2SW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 031	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0010E 033	ALIQ	N2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 001	ALIQ	SWNW;	LAS CRUCES	SIERRA	DEPT OF THE INTERIOR
23 0130S 0010E 001	LOTS	4;	LAS CRUCES	SIERRA	DEPT OF THE INTERIOR
23 0130S 0010E 006	ALIQ	SWNE,SENW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 006	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 007	ALIQ	E2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 008	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 011	ALIQ	E2NE,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 012	ALIQ	W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 013	ALIQ	W2NW,NW,SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 013	LOTS	4,5,6,7;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 014	ALIQ	S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 015	ALIQ	S2SW,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 019	ALIQ	NW,NESW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 019	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 021	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 022	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 023	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 024	ALIQ	N2N2,SWNW,SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010E 025	ALIQ	SWNE,NW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 001	ALIQ	E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

SANTA FE, N.M.



I certify that the foregoing instrument NMNM 05 containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date 7/15/08
 Patricia A. Stevens
 Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

26

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Pg. 2816

CASE RECORDATION
(LIVE) Serial Register Page

Book 111
Page 2263

Run Date/Time: 09/17/07 08:35 AM

23 0140S 0010E 008	ALIQ	S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 009	ALIQ	S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 012	ALIQ	E2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 013	ALIQ	NE,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 014	ALIQ	S2N2,NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 015	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 017	ALIQ	NWNE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 018	ALIQ	S2NE,NESW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010E 018	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 024	ALIQ	SENE,SESW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 025	ALIQ	N2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 026	ALIQ	NENE,SWNE,S2NW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 027	ALIQ	S2SW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 029	ALIQ	N2SW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 030	ALIQ	S2NE,E2NW,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 030	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 033	ALIQ	N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010E 034	ALIQ	N2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 001	LOTS	2,3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 003	ALIQ	SESE;	LAS CRUCES	SIERRA	GILA NF
23 0130S 0010W 007	ALIQ	NENE,NWSE;	LAS CRUCES	SIERRA	GILA NF
23 0130S 0010W 008	ALIQ	SWNE,SWSW,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 009	ALIQ	N2S2,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 010	ALIQ	NE,S2NW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 017	ALIQ	W2E2,NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 018	ALIQ	N2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 018	LOTS	1,2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 020	ALIQ	NWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 013	ALIQ	SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 019	ALIQ	N2NE,SENE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 019	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 020	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 021	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 022	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 023	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 024	ALIQ	NWNE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0010W 031	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010W 023	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010W 024	ALIQ	S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010W 025	ALIQ	NENE,NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010W 026	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010W 027	ALIQ	N2N2,SWNW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0010W 034	ALIQ	W2W2,SESW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 010	ALIQ	W2NE,E2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 017	ALIQ	SENE,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 019	ALIQ	SENE,SESW,SE;	LAS CRUCES	SIERRA	GILA NF
23 0160S 0010W 020	ALIQ	NWNE,NW;	LAS CRUCES	SIERRA	GILA NF
23 0160S 0010W 030	ALIQ	W2NE,E2NW,NESW,NWSE;	LAS CRUCES	SIERRA	GILA NF
23 0160S 0010W 030	LOTS	2,3;	LAS CRUCES	SIERRA	GILA NF
23 0100S 0020E 005	ALIQ	S2NE,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0020E 006	ALIQ	SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0020E 007	ALIQ	E2NW,NESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0020E 007	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 007	ALIQ	E2SW,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 007	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 008	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 017	ALIQ	N2NE,NENW,SESW,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 019	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 020	ALIQ	NENW,W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 030	ALIQ	E2,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0020E 031	ALIQ	W2E2,NENW,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody, and on file in the State Land Office.
 Date: 4-15-2008
 Commissioner of Public Lands

CERTIFICATION 1095
 16 pages

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2264

Pg. 3 of 6

Run Date/Time: 09/17/07 08:35 AM

Page 3 of 6

23 0120S 0020E 006	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0020E 019	LOTS	5,6,7,8,12;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0020E 020	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0020E 029	ALIQ	NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0020E 029	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0020E 031	ALIQ	SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0020E 031	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 006	LOTS	8;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 017	ALIQ	NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 017	LOTS	5;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 018	LOTS	11,12,14,15,16,17;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 030	LOTS	17;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 031	ALIQ	SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020E 031	LOTS	8,9,10,11,12;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 006	ALIQ	SWNE,SENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 006	LOTS	2,4,5,6;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 007	LOTS	1,2,3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 017	LOTS	9,15,16;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 018	ALIQ	E2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 018	LOTS	1,2,3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 019	ALIQ	N2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020E 020	ALIQ	NWNE,N2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020E 008	ALIQ	S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020E 009	ALIQ	01 E2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020E 009	LOTS	4;	LAS CRUCES	SIERRA	DEPT OF THE ARMY
23 0150S 0020E 017	ALIQ	NWNE,E2NW,SW;	LAS CRUCES	SIERRA	DEPT OF THE ARMY
23 0150S 0020E 018	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020E 019	ALIQ	NE,SENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020E 019	LOTS	2,3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W 012	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W 013	ALIQ	NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W 027	ALIQ	E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W D27	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W D34	ALIQ	NE,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W 003	ALIQ	SWNE,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W 003	LOTS	2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W D06	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W 010	ALIQ	W2NE,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W 013	ALIQ	S2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W 014	ALIQ	W2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0020W 024	ALIQ	N2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 011	ALIQ	W2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 013	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 014	ALIQ	SENE,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 019	ALIQ	SENE,NESW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 019	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 020	ALIQ	N2NE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 021	ALIQ	S2NE,NW,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 022	ALIQ	SENE,N2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 023	ALIQ	S2N2,NE SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 026	ALIQ	SENE,E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0020W 035	ALIQ	E2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0020W 011	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0020W 012	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0020W 013	ALIQ	NW,E2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0020W 024	ALIQ	E2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0020W 035	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0020W 011	ALIQ	W2NE,E2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0020W 014	ALIQ	NW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0020W 023	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0020W 026	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT



I certify that the foregoing instrument (K/A/M) is a true and exact photocopy of the original as recorded in my custody and on file in the State Land Office.
 Date: 9-15-2008
 Commissioner of Public Lands

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28

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(LIVE) Serial Register Page

Book 111
Page 2265

Pg. 4 of 6

Run Date/Time: 09/17/07 08:35 AM

Page 4 of 6

23 0170S 0020W 027	ALIQ	E2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0020W 034	ALIQ	E2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0020W 035	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 011	ALIQ	E2E2,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 014	ALIQ	W2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 023	ALIQ	W2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 026	ALIQ	NWNE,NW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 027	ALIQ	S2NE,N2SW,NWSE,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 028	ALIQ	S2N2,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 029	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 034	ALIQ	S2NE,SESW,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 003	ALIQ	SWNE,SENW,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 003	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 010	ALIQ	N2NE,SENE,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 011	ALIQ	W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 014	ALIQ	NW,E2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 021	ALIQ	NE,NENW,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 022	ALIQ	SENE,N2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 023	ALIQ	N2,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 024	ALIQ	S2SW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 025	ALIQ	NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 026	ALIQ	W2E2,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 035	ALIQ	E2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0030W 011	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0030W 015	ALIQ	N2NE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 031	ALIQ	SESW,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 031	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 005	LOTS	2,3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 006	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 004	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0040W 009	ALIQ	NE,SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 004	ALIQ	SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 004	LOTS	3,12;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 008	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 009	ALIQ	NWNE,NW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 017	ALIQ	N2NE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 018	ALIQ	SENE,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 019	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 019	RSDL	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0040W 020	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 007	LOTS	SWNW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 010	ALIQ	11,14;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 014	ALIQ	S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 014	ALIQ	NE,E2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 015	ALIQ	N2NE,W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 019	LOTS	13,17;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 021	ALIQ	W2NE,NESW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 021	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 028	ALIQ	SWNE,E2NW,SESW,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 028	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 030	LOTS	12,13;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 033	ALIQ	E2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0040W 033	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 021	ALIQ	E2NW,NWSE,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 022	ALIQ	W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 027	ALIQ	NWNW,S2NW,NESW,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 028	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 034	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 035	ALIQ	S2NE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 020	ALIQ	SWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 034	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 035	ALIQ	SENE,SWNW,N2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument MMW 0510 containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. copy provided by BLM, 9/17/07
 Date: 9-15-2008
Patrick H. Brown
 Commissioner of Public Lands

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29

DEPARTMENT OF THE INTERIOR
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CASE RECORDATION

Book 111

Pg. 5 of 16

(LIVE) Serial Register Page Page 2266

Run Date/Time: 09/17/07 08:35 AM

Page 5 of 6

23 0120S 0050W 006	LOTS	7;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 015	ALIQ	NWNE,E2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 019	ALIQ	SWNE,SEW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 021	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 022	ALIQ	E2W2,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 027	ALIQ	E2NW,NESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 027	LOTS	2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 028	ALIQ	SWNE,N2NW,SEW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 029	ALIQ	SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 031	ALIQ	NE,NESW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 031	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W D19	LOTS	13;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W D23	ALIQ	N2SW,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W D26	ALIQ	NENW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W 029	ALIQ	SW,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W 030	ALIQ	NE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W D30	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0050W 035	ALIQ	NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 003	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 004	ALIQ	SWNE,S2NW,W2SW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W D04	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 005	ALIQ	SWNE,SEW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 005	LOTS	1,2,3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 010	ALIQ	NE,NENW,E2SW,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 011	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 013	ALIQ	N2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 014	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W D15	ALIQ	E2NE,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 017	ALIQ	E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 020	ALIQ	NE,SEW,N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W D23	ALIQ	NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 025	ALIQ	W2NW,NWSW;	LAS CRUCES	SIERRA	RIO GRANDE PROJECT OF
23 0150S 0050W 030	ALIQ	NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0050W D14	RSOL	N2SES,SWNE,N2SWS,ENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0050W 022	ALIQ	SEW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0050W 023	ALIQ	SWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 002	LOTS	5-9;	LAS CRUCES	SIERRA	RIO GRANDE PROJECT OF
23 0110S 0060W 007	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W D13	ALIQ	SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 014	LOTS	1-5;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 015	ALIQ	SESW,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 020	ALIQ	SENE,SWSW,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 021	ALIQ	NE,S2NW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 029	ALIQ	W2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 030	ALIQ	NE,E2SW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 030	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W D14	ALIQ	NE,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W 023	ALIQ	NWNE,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W 024	ALIQ	N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W 027	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W 028	ALIQ	E2E2,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W 033	ALIQ	W2NE,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W 001	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W D01	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W 011	ALIQ	SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W 013	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W 014	ALIQ	W2NE,NENW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W 024	ALIQ	SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W 033	ALIQ	SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0060W D35	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 004	ALIQ	S2NW,S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 9/15/2008
[Signature]
Commissioner of Public Lands



DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 CASE RECORDATION Book 111

Pg. 6 of 16

(LIVE) Serial Register Page Page 2267

Run Date/Time: 09/17/07 08:35 AM

Page 6 of 6

Section	Tract	Acres	County	State	Owner
23 0140S 0060W 004	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 005	ALIQ	S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 008	ALIQ	N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 009	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 010	ALIQ	S2NE,NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 011	ALIQ	NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 012	ALIQ	NWSW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0060W 013	ALIQ	N2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0060W 023	ALIQ	SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0060W 026	ALIQ	SWNW,N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0060W 005	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0060W 008	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0190S 0060W 004	ALIQ	S2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0190S 0060W 005	ALIQ	S2NE,N2SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0190S 0060W 006	ALIQ	NESW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0190S 0060W 006	LOTS	5;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 009	LOTS	1,14,15;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0070W 025	ALIQ	SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0070W 025	RSDL	N2SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0070W 036	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0070W 036	LOTS	2,7;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 020	ALIQ	W2NW,N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 020	LOTS	5,8;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 028	LOTS	8,9;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 029	LOTS	4,11;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0190S 0070W 031	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 025	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 026	LOTS	9,16;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0080W 020	ALIQ	SENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0080W 009	LOTS	20,21;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0080W 01D	ALIQ	NESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0080W 011	ALIQ	SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMNM-- - 057095

Act Date	Code	Action	Action Remarks	Pending Office
01/16/1984	124	APLN RECD		
06/01/1987	241	AUTH OFFERED APPLICANT		
07/10/1987	307	ROW GRANTED-ISSUED		
07/10/1987	503	LENGTH IN MILES	UNK;	
07/10/1987	504	WIDTH IN FEET (TOTAL)	40;	
04/28/1989	153	POST AUTH APLN RECD		
06/07/1989	304	AUTH AMENDED/MODIFIED		
07/10/2007	853	COMPL/REVIEW DUE DATE		
08/05/2007	153	POST AUTH APLN RECD		
08/13/2007	974	AUTOMATED RECORD VERIF	VA;	
01/01/9999	763	EXPIRES		

CERTIFICATION
 I certify that the foregoing instrument NMNM 057095 containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 7-15-2008
Patrick H. Leggett
 Commissioner of Public Lands



DIVISION OF MULTI-RESOURCES
 DIVISION OF MULTI-RESOURCES

Serial Number: NMNM-- - 057095

Line Nr	Remarks
0002	EXISTING CTY ROADS;
0003	SIERRA COUNTY RD-A-013;

NO WARRANTY IS MADE BY BLM
 FOR USE OF THE DATA FOR
 PURPOSES NOT INTENDED BY BLM

31

Form 2800-14
(August 1985)

RECEIVED
ROOM
APR 11 1998
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

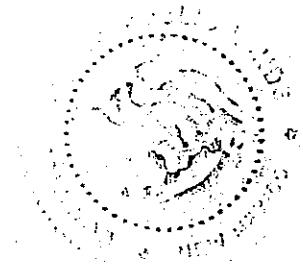
Issuing Office
Las Cruces District
Serial Number
NM NM 57095

1. A (right-of-way) ~~PERMIT~~ is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder County of Sierra receives a right to construct, operate, maintain, and terminate ~~x~~ existing roads on public lands (or Federal land for MLA Rights-of-Way) described ~~as follows~~ in Exhibit A attached hereto and made a part hereof. A map showing the locations of the right-of-way over the public lands described in Exhibit A is designated "General Highway Map, Sierra County, New Mexico, dated 1978" and is a part of casefile NM NM 57095.



CERTIFICATION ¹⁰⁹⁵
I certify that the foregoing instrument NM NM 57095 containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM, that is*
Date: 4-18-2008
Patrick H. Brown
Commissioner of Public Lands

- b. The right-of-way or permit area granted herein is 40 feet wide, UNK feet long and contains UNK acres, more or less. If a site type facility, the facility contains N/A acres.
- c. This instrument shall ~~terminate~~ be perpetual ~~years~~ from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

Book 111
Page 2269

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 182 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) B, dated N/A attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.



CERTIFICATION ⁷⁰⁹⁵
 I certify that the foregoing instrument NAMM 057 containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM, that is*
 Date: 4-15-2008
Patrick H. Lyon
 Commissioner of Public Lands

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

H. James
 (Signature of Authorized Officer)
 District Manager
 (Title)

John Della
 (Signature of Holder)
 Chairman of the Board of Commissioners
 (Title)

July 10, 1987
 (Effective Date of Grant)

June 24, 1987
 (Date)

New Mexico Principal Meridian, New Mexico.

T. 10 S., R. 1 E.,

- Sec. 12, SE $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 13, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 14, E $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 26, W $\frac{1}{2}$ E $\frac{1}{2}$;
- Sec. 35, NE $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{2}$.

T. 11 S., R. 1 E.,

- Sec. 1, Lots 3, 4, SE $\frac{1}{2}$ NW $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 12, W $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$.

T. 12 S., R. 1 E.,

- Sec. 1, Lots 1, 5, SW $\frac{1}{2}$ NE $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{2}$;
- Sec. 3, Lot 4, SW $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 4, Lot 1, SE $\frac{1}{2}$ NE $\frac{1}{2}$;
- Sec. 10, NE $\frac{1}{2}$, NE $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$, NW $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 15, NW $\frac{1}{2}$;
- Sec. 20, E $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 21, NW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$;
- Sec. 22, S $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 24, Lot 4, SE $\frac{1}{2}$ SW $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 25, N $\frac{1}{2}$ NW $\frac{1}{2}$;
- Sec. 26, N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{2}$ NW $\frac{1}{2}$;
- Sec. 27, NE $\frac{1}{2}$, NE $\frac{1}{2}$ NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 28, SE $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$;
- Sec. 29, NE $\frac{1}{2}$, SE $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$;
- Sec. 31, Lot 4, E $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 33, N $\frac{1}{2}$ NW $\frac{1}{2}$;

T. 13 S., R. 1 E.,

- Sec. 1, Lot 4, SW $\frac{1}{2}$ NW $\frac{1}{2}$;
- Sec. 6, Lots 3, 4, SW $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ NW $\frac{1}{2}$, SE $\frac{1}{2}$;
- Sec. 7, E $\frac{1}{2}$ E $\frac{1}{2}$;
- Sec. 8, W $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 11, E $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 12, W $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 13, Lots 4, 5, 6, 7, W $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 14, S $\frac{1}{2}$ S $\frac{1}{2}$;
- Sec. 15, S $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 17, NW $\frac{1}{2}$, NE $\frac{1}{2}$ SW $\frac{1}{2}$, SE $\frac{1}{2}$;
- Sec. 18, NE $\frac{1}{2}$ NE $\frac{1}{2}$;
- Sec. 21, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 22, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 23, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 24, N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$;
- Sec. 25, SW $\frac{1}{2}$ NE $\frac{1}{2}$, NW $\frac{1}{2}$, SE $\frac{1}{2}$.



CERTIFICATION, 10⁹⁵ containing 16 page(s)
 I certify that the foregoing instrument M/M/M/05 is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date 7-15-2008
 Copy provided to [Signature]
 Commissioner of Public Lands

Book 111
Page 2271

T. 14 S., R. 1 E.,

- Sec. 1, E $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 8, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 9, S $\frac{1}{2}$ S $\frac{1}{2}$;
- Sec. 12, E $\frac{1}{2}$ E $\frac{1}{2}$;
- Sec. 13, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 14, S $\frac{1}{2}$ N $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 15, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 17, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$;
- Sec. 18; Lot 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 15 S., R. 1 E.,

- Sec. 24, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 25, N $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 26, NE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 27, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 29, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 30, Lot 1, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 33, N $\frac{1}{2}$;
- Sec. 34, N $\frac{1}{2}$ NW $\frac{1}{4}$.

T. 10 S., R. 2 E.,

- Sec. 5, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 6, SE $\frac{1}{4}$;
- Sec. 7, Lots 3, 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 11 S., R. 2 E.,

- Sec. 7, Lot 3, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 8, S $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 17, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 19, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 20, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 30, E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 31, W $\frac{1}{2}$ E $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 12 S., R. 2 E.,

- Sec. 6, Lots 3, 4;
- Sec. 19, Lots 5, 6, 7, 8, 12;
- Sec. 20, S $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 29, Lot 1, NE $\frac{1}{4}$;
- Sec. 31, Lot 3, SE $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 13 S., R. 2 E.,

- Sec. 6, Lot 8;
- Sec. 17, Lot 5, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 18, Lots 11, 12, 14, 15, 16, 17;
- Sec. 30, Lot 17;
- Sec. 31, Lots 8, 9, 10, 11, 12, SE $\frac{1}{4}$.



I certify that the foregoing instrument (M/M 05-1095) consisting of 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 4-15-2008
 Beth A. Szymanski
 Commissioner of Public Lands

Book 111
Page 227a

X T. 14 S., R. 2 E.,

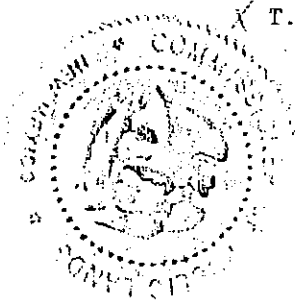
- Sec. 6, Lots 2, 4, 5, 6, SW $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 7, Lots 1, 2, 3, 4;
- Sec. 17, Lots 9, 15, 16;
- Sec. 18, Lots 1, 2, 3, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 19, N $\frac{1}{2}$ NE $\frac{1}{4}$;
- Sec. 20, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.

X T. 15 S., R. 2 E.,

- Sec. 8, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 9, Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 17, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$;
- Sec. 18, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 19, Lots 2, 3, NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.

X T. 13 S., R. 1 W.,

- Sec. 1, Lots 2, 3, 4;
- Sec. 3, SE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 7, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 8, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 9, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 10, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 17, W $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 18, Lots 1, 2, N $\frac{1}{2}$ NE $\frac{1}{4}$;
- Sec. 20, NW $\frac{1}{4}$ NE $\frac{1}{4}$.



X T. 14 S., R. 1 W.,

- Sec. 13, SE $\frac{1}{4}$;
- Sec. 19, Lot 1, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 20, S $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 21, S $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 22, S $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 23, S $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 24, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$;
- Sec. 31, Lot 4.

X T. 15 S., R. 1 W.,

- Sec. 23, S $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 24, S $\frac{1}{2}$ S $\frac{1}{2}$;
- Sec. 25, NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 26, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 27, N $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 34, W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.

X T. 16 S., R. 1 W.,

- Sec. 10, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 17, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 19, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 20, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$;
- Sec. 30, Lots 2, 3, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

I certify that the foregoing instrument ~~is~~ ^{is} a true and exact photocopy of the ~~same~~ ^{same} in my custody and on file in the State Land Office.
 Date: 4-15-2008
 Provided by 44474415
Patricia A. Averett
 Commissioner of Public Lands

T. 13 S., R. 2 W.,

- Sec. 12, SE $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 13, NE $\frac{1}{2}$;
- Sec. 27, Lots 3, 4, E $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 34, NE $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$.

T. 14 S., R. 2 W.,

- Sec. 3, Lot 2, SW $\frac{1}{2}$ NE $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 6, Lot 4;
- Sec. 10, W $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 13, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{2}$;
- Sec. 14, W $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 24, N $\frac{1}{2}$ NE $\frac{1}{2}$.

T. 15 S., R. 2 W.,

- Sec. 11, W $\frac{1}{2}$ NE $\frac{1}{2}$;
- Sec. 13, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 14, SE $\frac{1}{4}$ NE $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{2}$;
- Sec. 19, Lot 3, SE $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 20, N $\frac{1}{2}$ NE $\frac{1}{2}$, NW $\frac{1}{4}$;
- Sec. 21, S $\frac{1}{2}$ NE $\frac{1}{2}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{2}$;
- Sec. 22, SE $\frac{1}{4}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$;
- Sec. 23, S $\frac{1}{2}$ N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 26, SE $\frac{1}{4}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{2}$;
- Sec. 35, E $\frac{1}{2}$ E $\frac{1}{2}$.



T. 16 S., R. 2 W.,

- Sec. 11, NE $\frac{1}{4}$ NE $\frac{1}{2}$;
- Sec. 12, W $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 13, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 24, E $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 35, SE $\frac{1}{4}$ SE $\frac{1}{2}$.

T. 17 S., R. 2 W.,

- Sec. 11, W $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 14, NW $\frac{1}{4}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 23, W $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 26, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 27, E $\frac{1}{2}$ E $\frac{1}{2}$;
- Sec. 34, E $\frac{1}{2}$ NE $\frac{1}{2}$;
- Sec. 35, W $\frac{1}{2}$ W $\frac{1}{2}$.

T. 14 S., R. 3 W.,

- Sec. 11, E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{2}$;
- Sec. 14, W $\frac{1}{2}$ E $\frac{1}{2}$;
- Sec. 23, W $\frac{1}{2}$ E $\frac{1}{2}$;
- Sec. 26, NW $\frac{1}{2}$ NE $\frac{1}{2}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{2}$;
- Sec. 27, S $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{2}$;
- Sec. 28, S $\frac{1}{2}$ N $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{2}$;
- Sec. 29, SE $\frac{1}{4}$ NE $\frac{1}{2}$;
- Sec. 34, S $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$.

I certify that the foregoing instrument 111 containing 16 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office.
 Date 4-5-2008
Patricia H. Ruffin
 Commissioner of Public Lands

X T. 15 S., R. 3 W.,

- Sec. 3, Lot 3, SW $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 10, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 11, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 14, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 21, NE $\frac{1}{4}$, NE $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 22, SE $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$;
- Sec. 23, N $\frac{1}{2}$, SE $\frac{1}{4}$;
- Sec. 24, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 25, NW $\frac{1}{4}$;
- Sec. 26, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 35, E $\frac{1}{2}$ W $\frac{1}{2}$.

T. 16 S., R. 3 W.,

- Sec. 11, SW $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 15, N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$.

T. 10 S., R. 4 W.,

- Sec. 31, Lot 4, SE $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 11 S., R. 4 W.,

- Sec. 5, Lots 2, 3, 4;
- Sec. 6, Lot 1.

T. 13 S., R. 4 W.,

- Sec. 4, SE $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 14 S., R. 4 W.,

- Sec. 9, NE $\frac{1}{4}$, SW $\frac{1}{4}$, NW $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 16 S., R. 4 W.,

- Sec. 4, Lots 3, 12, SW $\frac{1}{4}$;
- Sec. 8, SE $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 9, NW $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 17, N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$;
- Sec. 18, SE $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 19, SE $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$;
- Sec. 20, SW $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{2}$ SW $\frac{1}{4}$.

T. 17 S., R. 4 W.,

- Sec. 7, Lots 11, 14;
- Sec. 10, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 14, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 15, N $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$;
- Sec. 19, Lots 13, 17;
- Sec. 21, Lots 3, 4, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 28, Lot 1, SW $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 30, Lots 12, 13;
- Sec. 33, Lot 3, E $\frac{1}{2}$ NW $\frac{1}{4}$.



I certify that the foregoing instrument (MIN 110) containing 16 pages is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 7-15-2008

CERTIFICATION 5-10-05
Patricia H. Stewart
Commissioner of Public Lands

T. 10 S., R. 5 W.,

- Sec. 21, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 22, W $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 27, NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 28, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
- Sec. 34, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
- Sec. 35, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$.

T. 11 S., R. 5 W.,

- Sec. 20, SW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 34, S $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 35, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$.

T. 12 S., R. 5 W.,

- Sec. 6, Lot 7;
- Sec. 15, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
- Sec. 19, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 21, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 22, E $\frac{1}{2}$ W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 27, Lot 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 28, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 29, SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 31, Lots 3, 4, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 13 S., R. 5 W.,

- Sec. 19, Lot 13;
- Sec. 23, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 26, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 29, SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 30, Lot 1, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 35, NE $\frac{1}{4}$.

T. 14 S., R. 5 W.,

- Sec. 3, S $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 4, Lots 3, 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 5, Lots 1, 2, 3, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 10, NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- Sec. 11, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 13, N $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 14, N $\frac{1}{2}$ N $\frac{1}{2}$;
- Sec. 15, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 17, E $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 20, NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 15 S., R. 5 W.,

- Sec. 25, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 30, NW $\frac{1}{4}$ SE $\frac{1}{4}$.



I certify that the foregoing instrument (K/M/A 09) containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date 4.15.2008
[Signature]
 Commissioner of Public Lands

CERTIFICATION 095

T. 16 S., R. 5 W.,

- Sec. 14, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$;
- Sec. 22, SE $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 23, SW $\frac{1}{4}$ NW $\frac{1}{4}$.

X T. 11 S., R. 6 W.,

- Sec. 2; SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 7, Lot 1;
- Sec. 13, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 14, N $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 15, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 20, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 21, NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 29, W $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 30, Lot 4, NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

X T. 12 S., R. 6 W.,

- Sec. 14, NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 23, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 24, N $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 27, NW $\frac{1}{4}$ NW $\frac{1}{4}$;
- Sec. 28, E $\frac{1}{2}$ E $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 33, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

v T. 13 S., R. 6 W.,

- Sec. 1, Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$;
- Sec. 11, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 13, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 14, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 24, SE $\frac{1}{4}$;
- Sec. 33, SE $\frac{1}{4}$;
- Sec. 35, SE $\frac{1}{4}$ SE $\frac{1}{4}$.

v T. 14 S., R. 6 W.,

- Sec. 4, Lot 3, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
- Sec. 5, S $\frac{1}{2}$ SE $\frac{1}{4}$;
- Sec. 8, N $\frac{1}{2}$;
- Sec. 9, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
- Sec. 10, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$;
- Sec. 11, NW $\frac{1}{4}$;
- Sec. 12, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 13, N $\frac{1}{2}$ NE $\frac{1}{4}$.

v T. 15 S., R. 6 W.,

- Sec. 23, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 26, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$.

v T. 16 S., R. 6 W.,

- Sec. 5, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 8, NW $\frac{1}{4}$ NW $\frac{1}{4}$.



I certify that the foregoing instrument MM/M/051 containing 16 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 11-5-2008
Robert L. Brown
 Commissioner of Public Lands

T. 19 S., R. 6 W.,

- Sec. 4, S $\frac{1}{2}$ NW $\frac{1}{4}$;
- Sec. 5, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 6, Lot 5, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.

T. 11 S., R. 7 W.,

- Sec. 9, Lots 1, 14, 15.

T. 15 S., R. 7 W.,

- Sec. 25, SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$;
- Sec. 36, Lots 2, 7, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

T. 18 S., R. 7 W.,

- Sec. 20, Lots 5, 8, W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$;
- Sec. 28, Lots 8, 9;
- Sec. 29, Lots 4, 11.

T. 19 S., R. 7 W.,

- Sec. 31, Lot 1.

T. 10 S., R. 8 W.,

- Sec. 25, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 26, Lots 9, 16.

T. 11 S., R. 8 W.,

- Sec. 20, SE $\frac{1}{4}$ NW $\frac{1}{4}$.

T. 12 S., R. 8 W.,

- Sec. 9, Lots 20, 21;
- Sec. 10, NE $\frac{1}{4}$ SW $\frac{1}{4}$;
- Sec. 11, SW $\frac{1}{4}$ SE $\frac{1}{4}$.



I certify that the foregoing instrument containing 16 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office.
 Date 4-15-2008
David W. Brown
 Commissioner of Public Lands

CERTIFICATION

DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT
 CASE RECORDATION
 (LIVE) Serial Register Page

Book 111
 Page 2278

Pg. 1 of 14

Run Date/Time: 09/17/07 08:13 AM

Page 22 of 22

01 03-04-1911;036STAT1253;43USC961

Total Acres
6.056

Serial Number
NMNM-- 0 560165

Case Type 286202: ROW-TELEPHONE-TELEGRAPH 43USC961

Commodity 971: NON-ENERGY FACILITIES

Case Disposition: AUTHORIZED

Serial Number: NMNM-- 0 560165

Name & Address		Int Rel	%Interest
CONTEL OF THE WEST	PO BOX 91400	BILLEE	0.00000000
CONTEL OF THE WEST	2700 SUDDERTH DR	HOLDER	100.00000000

Serial Number: NMNM-- 0 560165

Mer Twp Rng	Sec	SType	SNr SUFF	Subdivision	District/Resource Area	County	Mgmt Agency
23 0120S 0040W 006		ALIQ		SWNE,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 007		ALIQ		N2NE,SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 008		ALIQ		SWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 033		ALIQ		SENW,NESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMNM-- 0 560165

Act Date	Code	Action	Action Remarks	Pending Office
05/19/1966	124	APLN RECD		
07/27/1966	307	ROW GRANTED-ISSUED		
07/27/1966	503	LENGTH IN MILES	2.498;	
07/27/1966	504	WIDTH IN FEET (TOTAL)	20;	
12/21/1971	287	PROOF CONST/USE ACPT		
02/09/1978	940	NAME CHANGE RECOGNIZED	FROM WTN ST TEL CO;	
05/01/1990	974	AUTOMATED RECORD VERIF	CS/ES;	
01/27/1995	974	AUTOMATED RECORD VERIF	ES;	
07/27/2006	853	COMPL/REVIEW DUE DATE		
07/27/2016	763	EXPIRES		

Line Nr Remarks

Serial Number: NMNM-- 0 560165

0002 REA - NO RENTAL REQUIRED;

2007 SEP 24 AM 8 28
 STATE LAND OFFICE
 SANTA FE, N.M.



CERTIFICATION
 I certify that the foregoing instrument NMNM 0560165 containing 14 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office. *copy provided by BLM, that is*
 Date 9-15-2008
Patrick H. Byrnes
 Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM
 FOR USE OF THE DATA FOR
 PURPOSES NOT INTENDED BY BLM

42



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Las Cruces Field Office
1800 Marquess St.
Las Cruces, New Mexico 88005

BUFILE#	84-46266
BUFILE#	13443101
BUFILE#	
BUFILE#	
BUFILE#	

IN REPLY REFER TO:
NMNM 0560165
2800 (03000)

APR 05 2001

Mr. Steve Brannon
Valor Communications
201 John D. Carpenter FRWY, Ste., 200
Irving, TX 75062

Dear Mr. Brannon:

We are in receipt of assignment fees in the amount of \$50.00 from Valor Communications for assignment of right-of-way NMNM 0560165, currently held by Contel of the West. However, the application for assignment was not included in your package.

On January 3, 2001, Vickie Aguilar, Land Law Examiner, of our office spoke with you regarding the submission of the assignment application, at that time, you informed her that you would submit the application. To date, we have not heard from you.

For your convenience, we are enclosing form SF 299 for your use along with a sample assignment form. You will need to submit one for each ROW. Items 1, 2, 3, 4, 5, 6, 10, and 12 of the SF 299 must be completed and the applications signed and dated. The assignment forms (sample enclosed) must be signed by both the assignee and the assignor, be duly notarized and submitted in triplicate. The following statement must either be included in a transmittal letter or appear under item 7 of the application:

"Applicant requests approval of assignment to applicant of existing grant number NMNM _____ (a copy of which is/are enclosed). Applicant agrees to comply with and be bound by all terms and conditions of said authorization."

CERTIFICATION
I certify that the foregoing instrument NMNM 0560165 consisting of 14 pages is a true and correct photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
Copy provided by BLM, that is

Patrick H. Lyons
Commissioner of Public Lands

POC for VALOR
Kathy Bushnell
972-373-1095

Book 111
Page 2280

Pg. 3 of 14

2

If you are no longer interested in the aforementioned ROW and/or need more information, please contact Vickie Aguilar at (505) 525-4302, as soon as possible.

Sincerely,

Tim L. Sanders

Leonard T. Brooks
Assistant Field Manager
Division of Multi-Resources

3 Enclosures

cc:
Contel of the West
2700 Sudderth Drive
Ruidoso, NM 88345

03000:VAguilar:4/2/01:x4302.NM0560165.assignrequest

FILE COPY



CERTIFICATION
I certify that the foregoing instrument NMNM0560165 containing 14 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. *copy provided by BLM, that is*
Date 4-15-2008
Patrick H. Lyons / PHL
Commissioner of Public Lands

CONVERSATION RECORD

1/3/01 Pg. 4 of 14

TYPE

VISIT

CONFERENCE

TELEPHONE

INCOMING

OUTGOING

ROUTING

NAME/SYMBOL INT

Location of Visit/Conference:

NAME OF PERSON(S) CONTACTED OR IN CONTACT WITH YOU

ORGANIZATION (Office, Dept., Bureau, etc.)

TELEPHONE NO.:

STEVE BRANNON

VALOR COMMUNICATIONS

972-373-1095

SUBJECT

NMNM 0560165 ROW

SUMMARY

On or about 12/7/00, this office received a \$50.00 receipt from the Albuquerque Field Office in behalf of Valor Communications for assignment of the above mentioned ROW.

On 1/3/01, I talked with Steve Brannon in reference to the fees and the required application needed to process the assignment. At that time he informed me he would submit the necessary documentation for assignment.

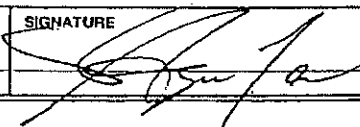
ACTION REQUIRED

AWAITING APPLICATION AND ASSIGNMENT PAPERWORK

NAME OF PERSON DOCUMENTING CONVERSATION

VICKIE AGUILAR

SIGNATURE



DATE

1/3/01

ACTION TAKEN

SIGNATURE

TITLE

LAND LAW EXAMINER

DATE

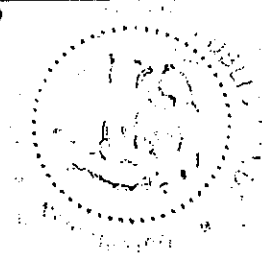
1/3/01

CONVERSATION RECORD

OPTIONAL FORM 271 (12-76)
DEPARTMENT OF DEFENSE

CERTIFICATION
I certify that the foregoing instrument NMNM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in this State Land Office.
Date: 4-15-2008
copy provided by BLM, that is

Patrick H. Puma
Commissioner of Public Lands



Book 111
Page 2281

45

Book 111
Page 228a

NM 0168899, et
2800 (943a)

STATE OFFICE
P. O. Box 1449
Santa Fe, New Mexico 87501

MLKoren
2/9/78

February 9, 1978

DECISION

Continental Telephone Company	:	
of the West	:	
Right-of-Way Department	:	Rights-of-Way
P. O. Box 35309	:	NM 0168899, et al
Phoenix, AZ 85069	:	
	:	
	:	

Change of Corporate Name Recognized

On October 3, 1977, there was filed in this office acceptable evidence of the change of name of Western States Telephone Company to Continental Telephone Company of the West. The evidence is acceptable and hereby recognized. The documents pertinent to the name change have been filed in this office.

The right-of-way grants in the State of New Mexico now held by Continental Telephone Company of the West are as follows and the records have been noted accordingly:

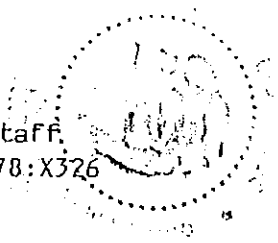
- NM 0168899, NM 0302030, NM 0553910,
- NM 0557222, NM 0560165, NM 4348,
- NM 8353 and NM 12213.

With regard to NM 0556453, enclosed is copy of our decision of March 11, 1975 informing you that we will no longer collect rentals on this grant because the lands are patented. The records have been noted and the case closed as of March 11, 1975.

/s/ Stella V. Gonzales
Chief, Lands Section

Enclosure (1)
Copy of 3/11/75 decision
for NM 0556453

cc:
Albuquerque, DO
Las Cruces, DO
Accounts
Records & Appraisal Staff
943a:MLKoren:cao:2/9/78:X326



CERTIFICATION
I certify that the foregoing instrument NM 0560165 containing 14 page(s) is a true and exact photocopy of the ~~original~~ in my custody and on file in the State Land Office. *copy provided by BIA, that is*
Date 2-15-2008
Patrick H. Lyman
Commissioner of Public Lands

Book 111
Page 2283

NM 0556453
Right-of-Way
943a

STATE OFFICE
P. O. Box 1449
Santa Fe, NM 87501

March 11, 1975

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DECISION

Western Telephone Company : Right-of-Way
Cuba, NM 87013 : NM 0556453
:

Rentals on Patented Lands and Forest Lands

This is to inform you that the Bureau of Land Management will no longer collect rentals on the following described permit:

Serial Number: NM 0556453

Type of Grant: Telephone poles and lines

Authority for Grant: Act of March 4, 1911 (36 Stat. 1253; 43 U.S.C. 961) as amended

Date of Grant: May 25, 1965

Expiration Date: May 25, 2015

Rental Paid Through: May 25, 1975

Lands Involved:

Patented: T. 23 N., R. 3 E., N. Mex. Prin. Mer., New Mexico
Sec. 35, S $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$.

Forest Lands: T. 22 N., R. 3 E., N. Mex. Prin. Mer., New Mexico
Sec. 3, Lots 10, 12 and 14.

Forest lands were reserved for use by the Santa Fe National Forest; by Executive Order 4599 Temporary Withdrawal Administrative Site, March 1, 1927.



CERTIFICATION
I certify that the foregoing instrument NMNM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. Copy provided by BLM, that is
Date 4-15-2008
Patrick H. Fyfe
Commissioner of Public Lands

Book 111
Page 2284

Under new instructions, the Bureau of Land Management may not reserve to the United States an easement or right-of-way where lands patented or otherwise conveyed out of Federal ownership upon which lies an easement or right-of-way issued under authority of the Acts of February 15, 1901 (31 Stat. 790, as amended, 43 U.S.C. 959), March 4, 1911 (36 Stat. 1253, as amended, 43 U.S.C. 961), or January 21, 1895 (28 Stat. 635, as amended, 43 U.S.C. 956).

A review of the records indicates that all of the lands in the permit are patented and under jurisdiction of U.S. Forest Service. Therefore, it is suggested that you negotiate with the land owners on all subsequent rental, if any.

The right of appeal to the Board of Land Appeals, Office of the Secretary is allowed in accordance with the regulations in 43 CFR Part 4.400-402 and 4.411-414 (formerly Part 1840). See enclosed Form 1842-1 and Circular 2276. If an appeal is taken, the notice of appeal must be timely filed in this office so that the case file can be transmitted to the Board. To avoid summary dismissal of the appeal, there must be strict compliance with the regulations.

/s/ Stella V. Gonzales

Stella V. Gonzales
Chief, Lands Section

Enclosures
Form 1842-1
Circular 2276

CERTIFICATION
I certify that the foregoing instrument NMNM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. Copy provided by BLM that is
Date: 4-15-2008
Patrick H. Lyford
Commissioner of Public Lands





Continental Telephone of the West

10030 North 25th Drive, Suite 200
P. O. Box 35309
Phoenix, Arizona 85069
(602) 943-2331

Book 111
Page 2285

Pg 8 of 14 LEM
[Handwritten initials]

SANTA FE

January 10, 1978

Stella V. Gonzales
Chief, Lands Section
United States Department of the Interior
Bureau of Land Management
State Office
P. O. Box 1449
Santa Fe, New Mexico 87501

Reference: NM 19512 2800 (943a)

Dear Ms. Gonzales:

Thank you for your January 4th letter in which you requested a list of all of our existing BLM Rights-of-Way in the State of New Mexico under the name of Western States Telephone Company.

Please change the following right-of-way grants from Western States Telephone Company to Continental Telephone Company of the West.

- | | |
|------------|-------------------|
| NM-556453 | NM-8353 |
| NM-4348 | NM-0168899 |
| NM-0557222 | NM-2724 |
| NM-0553910 | NM-12213 |
| NM-0302030 | <u>NM-0560165</u> |
| NM-045436 | |

You have also requested a list for existing rights-of-way in the State of Oklahoma. All of our telephone operations in the State of Oklahoma are handled out of our South Central Division, Continental Telephone Service Corporation, P. O. Box 307, Wentzville, Missouri, 63385. I suggest you contact them directly.

Thank you for your help.

Very truly yours,

[Handwritten signature of John Van Tussenbroek]

John Van Tussenbroek
Division Right-of-Way Engineer

Continental Telephone
I certify that the foregoing instrument NM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by GLM, that is*
Date 4-15-2008
Patrick H. Lynde
Commissioner of Public Lands



jm

Book 111
Page 2286

Handwritten: Pg 9814

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DIVISION OF LANDS & MINERALS
PROGRAM MANAGEMENT & LAND OFFICE
P. O. Box 1449
Santa Fe, New Mexico 87501

MIN 0760165
Right-of-Way
4.20c

July 27, 1966

DECISION
RIGHT-OF-WAY GRANTED

Details of Grant

Serial Number of grant:

New Mexico 0760165

Name of grantee:

Western States Telephone
Company, Incorporated
P. O. Box 992
Truth or Consequences,
New Mexico, 87901

Map showing the location and
dimensions of grant:

Map designation

May 19, 1966

Date filed

Telephone line

Permitted use by grantee:

Act of March 4, 1911 (36
Stat. 1273; 43 U.S.C. 961),
as amended

Authority for grant:

Regulations applicable to grant:

43 CFR 2294.1 & .4-1 (formerly
43 CFR 244, Subparts A and B)

Code reference

2161

Circular

July 27, 1966

Date of grant:

July 27, 2016

Expiration date of grant:

Rental:

\$25.00 per 5-year period

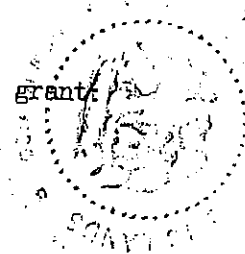
Amount

When payable by grantee

On or before the first day
of each 5-year period

I certify that the foregoing instrument
is a true and exact photocopy of the
State Land Office.
Date: 7-15-2008

CERTIFICATION
MIN 0760165
containing 14 pages
in my custody and on file in the
copy provided by you; that it is
Peter H. Patten
Commissioner of Public Lands



Handwritten: 8-6-66
Date of grant: 7/29/66

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), a right-of-way, the details of which are shown above, is hereby granted, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circular specified above.
3. Filing of proof of construction within 5 years of date of grant.
4. Stipulation agreed to by grantee, copy attached.
5. Nondiscrimination in Employment. This contract (permit) is subject to the provisions of Sec. 301 of Executive Order No. 10925, as amended, a copy of which is attached.

The right-of-way for which this grant is issued involves the following described land:

E. 12 S., N. 4 W., N. Mex. Prin. Mer., New Mexico
 Sec. 6: SW 1/4, NW 1/4
 Sec. 7: NE 1/4, SE 1/4
 Sec. 8: SW 1/4
 Sec. 33: SE 1/4, NE 1/4

/s/ Harold A. Berends

Chief, Branch of Lands

Enclosures

Stipulation (Powerline & Telephone Line)
 Form 1510-11 and Amendment

cc: Federal Aviation Agency (w/copy of enclosures)
 Albuquerque Area Office
 P. O. Box 8502
 Albuquerque, New Mexico 87103

cc: Las Cruces District Office

Transmits



CERTIFICATION ⁶⁶⁰¹⁶⁵
 I certify that the foregoing instrument NMNM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM, that is*
 Date 4-15-2008
Patrick H. Lyons / *PLS*
 Commissioner of Public Lands

STIPULATIONS - PowerLine and Telephone Line Rights-of-Way

The undersigned, applicant of the above-designated right-of-way application, expressly agrees to be bound by the following provisions where applicable:

1. Water bars shall be constructed along any cleared right-of-way and on service roads in such a manner as to eliminate any water concentration.
2. No existing structure will be disturbed or made inoperative by the right-of-way.
3. If any fence is crossed by the right-of-way and continued ingress and egress is required, a gate shall be installed using the same standards as those set up by the Bureau of Land Management. Excessive use might necessitate installation of cattleguard.
4. Where the right-of-way, or road constructed in connection with the right-of-way is cleared through a natural barrier that is used as a barrier for livestock the gaps thus opened shall be fenced to Bureau of Land Management standards. If continued ingress and egress is required, a gate or cattleguard shall be installed in the fence maintaining Bureau of Land Management standards.

BUREAU OF LAND MANAGEMENT
DISTRICT OFFICE SANTA FE, N.M.
NOV 19 1966

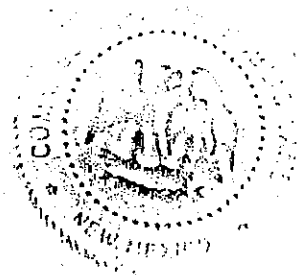
HOUR: 10:00 A.M.

Note: Standard specifications for fences, gates cattleguards, etc., may be obtained from the BLM District Office in Las Cruces.

Western States Telephone Co., Inc.

By *J. C. Shupley*
area manager

Date Accepted 7/22/66



CERTIFICATION
I certify that the foregoing instrument NM NM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM that is*
Date: 4-15-2008
Patrick H. Lewis
Commissioner of Public Lands

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NONDISCRIMINATION IN EMPLOYMENT

During the performance of this contract the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

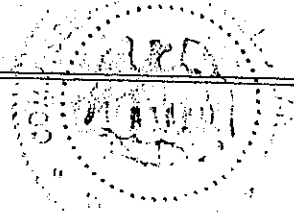
(4) The contractor will comply with all provisions of Executive Order Number 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order Number 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order Number 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order Number 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CERTIFICATION
I certify that the foregoing instrument NMNM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. Copy provided by BLM, that is
Date: 4-15-2008
James H. Lyons / JHL
Commissioner of Public Lands



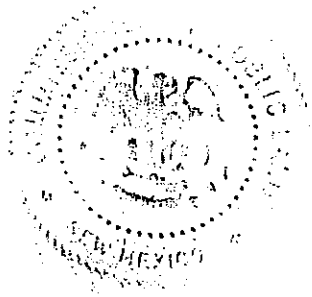
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY
(Amendment to Form 1510-11)

(a) Paragraphs (4) through (7) of attached Form 1510-11 are amended by deleting references to the President's Committee on Equal Employment Opportunity, Executive Order No. 10925 of March 6, 1961, as amended, and section 303 of Executive Order No. 10925 of March 6, 1961, as amended; and substituting therefor the Secretary of Labor, Executive Order No. 11246 of September 24, 1965, and section 204 of Executive Order No. 11246 of September 24, 1965, respectively.

(b) In accordance with regulations of the Secretary of Labor, the rules, regulations, orders, instructions, designations, and other directives referred to in section 403(b) of Executive Order No. 11246, remain in effect and, where applicable, shall be observed in the performance of this contract until revoked or superseded by appropriate authority.

(c) The Equal Employment Opportunity representation in the attached Form 1510-11 is amended to insert, after the reference to "Executive Order 10925" the following: "or the clause contained in section 201 of Executive Order No. 11114".



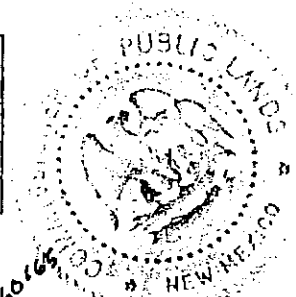
CERTIFICATION
I certify that the foregoing instrument N/4NM 0560165 containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. Copy provided by BLM, that is
Date 4-15-2008

Rabrick H. Lyons
Commissioner of Public Lands

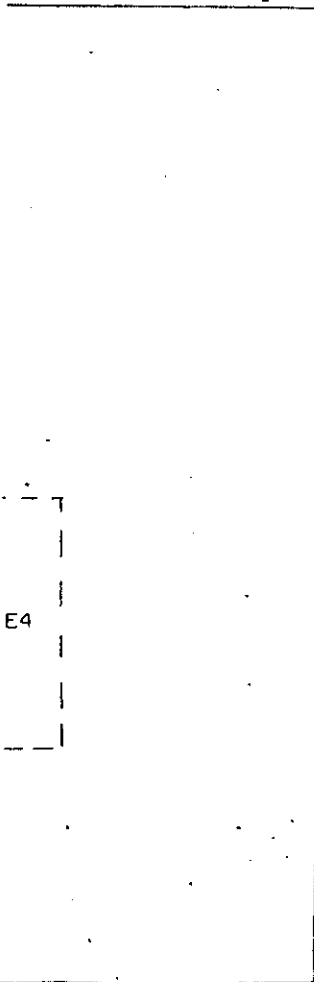
Book 111
 Page 2291

Pg. 14 of 14

SECTION	DEFL. ANGLE	REMARKS
33	R 82 - 44	R 54 - 57 FROM EXISTING LINE (SEC. COR. TIE R 52 - 40 N 37 - 20W (3693'))
33	L 21 - 38	
33	L 6 - 09	L 6 - 09 TO EXISTING LINE



CERTIFICATION
 I certify that the foregoing instrument *AMNH D* containing 14 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by Bary that is*
 Date: 4-15-2008
Patrick H. Burns
 Commissioner of Public Lands



F.W. SMITH STATES HE IS BY OCCUPATION AN OUTSIDE PLANT ENGINEER EMPLOYED BY THE WESTERN STATES TELEPHONE COMPANY INC. TO MAKE THE SURVEY OF THE TELEPHONE LINE RIGHT OF WAY AS DESCRIBED AND SHOWN ON THE MAP; THAT THE SURVEY OF SAID WORKS WAS MADE BY HIM (OR UNDER HIS SUPERVISION) AND UNDER AUTHORITY, COMMENCING ON THE 11th DAY OF MARCH 1966, AND ENDING ON THE 12th DAY OF MARCH 1966; AND THAT SUCH SURVEY IS ACCURATELY REPRESENTED UPON THIS MAP.

F.W. Smith

 OUTSIDE PLANT ENGINEER

T 12 S

THIS IS TO CERTIFY THAT F.W. SMITH WHO SUBSCRIBED THE STATEMENT HEREON IS THE PERSON EMPLOYED BY THE UNDERSIGNED APPLICANT TO PREPARED THIS MAP, WHICH HAS BEEN ADOPTED BY THE APPLICANT AS THE APPROXIMATE FINAL LOCATION OF THE WORKS THEREBY SHOWN; AND THAT THIS MAP IS FILED AS PART OF THE COMPLETE APPLICATION, AND IN ORDER THAT THE APPLICANT MAY OBTAIN THE BENEFITS OF MARCH 4, 1911 (36 STAT. 1253; 43 U.S.C. 961); AND I FURTHER CERTIFY THAT THE RIGHT OF WAY HEREIN DESCRIBED IS DESIRED FOR THE PURPOSE OF PROVIDING TELEPHONE SERVICE TO PERSONS IN CUCHILLA, MONTICEL WINSTON AND SURROUNDING AREA.

— P P P P 55

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2292

Pg. 1 of 11

Run Date/Time: 09/17/07 08:13 AM

01 10-21-1976;090STAT2778;43USC1764

Case Type 280004: ROW TEMP USE PERMITS

Commodity 885: OTHER

Case Disposition: AUTHORIZED

Total Acres
0.010

Serial Number
NMNM-- - 106191

Page 17 of 22

Serial Number: NMNM-- - 106191

Name & Address	Int Rel	%Interest
SIERRA COUNTY OF 100 N DATE ST #11	T OR C NM 87901	HOLDER 100.00000000

Serial Number: NMNM-- - 106191

Mer Twp Rng Sec	SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
23 0120S 0040W 019	LOTS	9,13,15,	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMNM-- - 106191

Act Date	Code	Action	Action Remarks	Pending OFFice
11/19/2001	124	APLN RECD		
04/09/2002	005	NEPA ANALYSIS APPROVED	NM-030-2002-0025;	
04/09/2002	848	COST RECOV (MON) WAIVED	\$175;	
04/16/2002	241	AUTH OFFERED APPLICANT		
05/06/2002	307	ROW GRANTED-ISSUED		
05/06/2002	852	RENTAL EXEMPT		
09/20/2005	041	COMPL EXAM/RPT COMPLETED	SELF COMPLIANCE	
02/23/2007	314	RENEWAL APLN FILED		
04/17/2007	005	NEPA ANALYSIS APPROVED	NM-030-2007-067;	
04/30/2007	971	COST RECOV (PROC) RECD	\$104;	
06/21/2007	307	ROW GRANTED-ISSUEO		
06/25/2007	974	AUTDMATED RECORD VERIF	VA;	
12/31/2026	763	EXPIRES		

Line Nr Remarks

Serial Number: NMNM-- - 106191

0002 GROUNDWATER MONITORING WELL FOR R&PP LANDFILL LEASE
0003 NMNM102645;

17 SEP 24 AM 8 20
STATE LAND OFFICE
SANTA FE, N.M.



CERTIFICATION
I certify that the foregoing instrument NMNM 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office copy provided by BLM, that is
Date: 4-14-2008
Rita K. Hume
Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

56

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT
SERIAL NUMBER NMNM 106191

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

County of Sierra
100 North Date Street
Truth or Consequences, NM 87901

receives a right to construct, operate, maintain, and terminate a(n) monitoring well and access road on public lands described as follows:

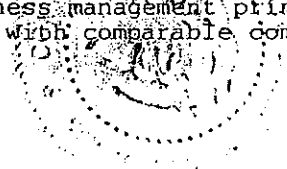
T. 12 S., R. 4 W., NMPM
sec. 19, lots 5, 9, and 10.

As shown on attached map (Exhibit A).

- b. The right-of-way or permit area granted herein is a site type facility - 100 foot by 100 foot and contains 0.22 acres, more or less, and will include an access road 30 feet wide, 1650 feet long and contains 0.37 acres, more or less.
- c. This instrument shall terminate 5 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.



CERTIFICATION ¹⁰⁶¹⁹¹
I certify that the foregoing instrument NMNM 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM, that is*
Date 4-14-2008
Patrick H. Lyons
Commissioner of Public Lands

79. 3 811

Book 111
Page 2294

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(c) or as directed by the authorized officer.
- c. The stipulations, plans, maps, or designs set forth in Exhibit(s) B attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[Signature]
 (Signature of Holder)
County Manager
 (Title)
4/19/02
 (Date)

[Signature]
 (Signature of Authorized Officer)
ASST FIELD MGR.
 (Title)
05/06/02
 (Effective Date of Grant)



CERTIFICATION
 I certify that the foregoing instrument NMNH 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. copy provided by BLM, that is
 Date: 4-14-2008
Patrick W. Lyons
 Commissioner of Public Lands

Book 111
Page 2295

Issuing Office
Las Cruces District Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER NMNM 106191

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Sierra County
100 N. Date Street, Ste. 11
Truth of Consequences, NM 87901

receives a right to operate, maintain, and terminate a(n) existing monitoring well and access road on public lands described as follows:

T. 12 S., R. 4 W., Sierra County, New Mexico, NMPM

sec. 19, lots 9, 13, and 15.

As shown on attached map (Exhibit A).

b. The right-of-way or permit area granted herein is 100 feet wide, 100.0 feet long and contains 0.22 acres, more or less, and will include an access road 30 feet wide, 1,650.0 feet long, and contains 1.13 acres, more or less.

c. This instrument shall terminate 20 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument; to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

CERTIFICATION
I certify that the foregoing instrument NMNM 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM that is*
Date: 4-14-2008
Patrick H. Lyman
Commissioner of Public Lands



Book 111

Page 2296

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4) (c) or as directed by the authorized officer.
- c. The stipulations, plans, maps, or designs set forth in Exhibit(s) B (dated March, 2007) attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- d. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- e. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

X James Coshin
(Signature of Holder)

Jan Landen
(Signature of Authorized Officer)

Commissioner
(Title)

Asst Dist Mgr
(Title)

20-14-07
(Date)

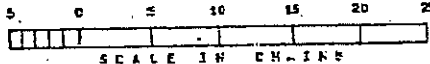
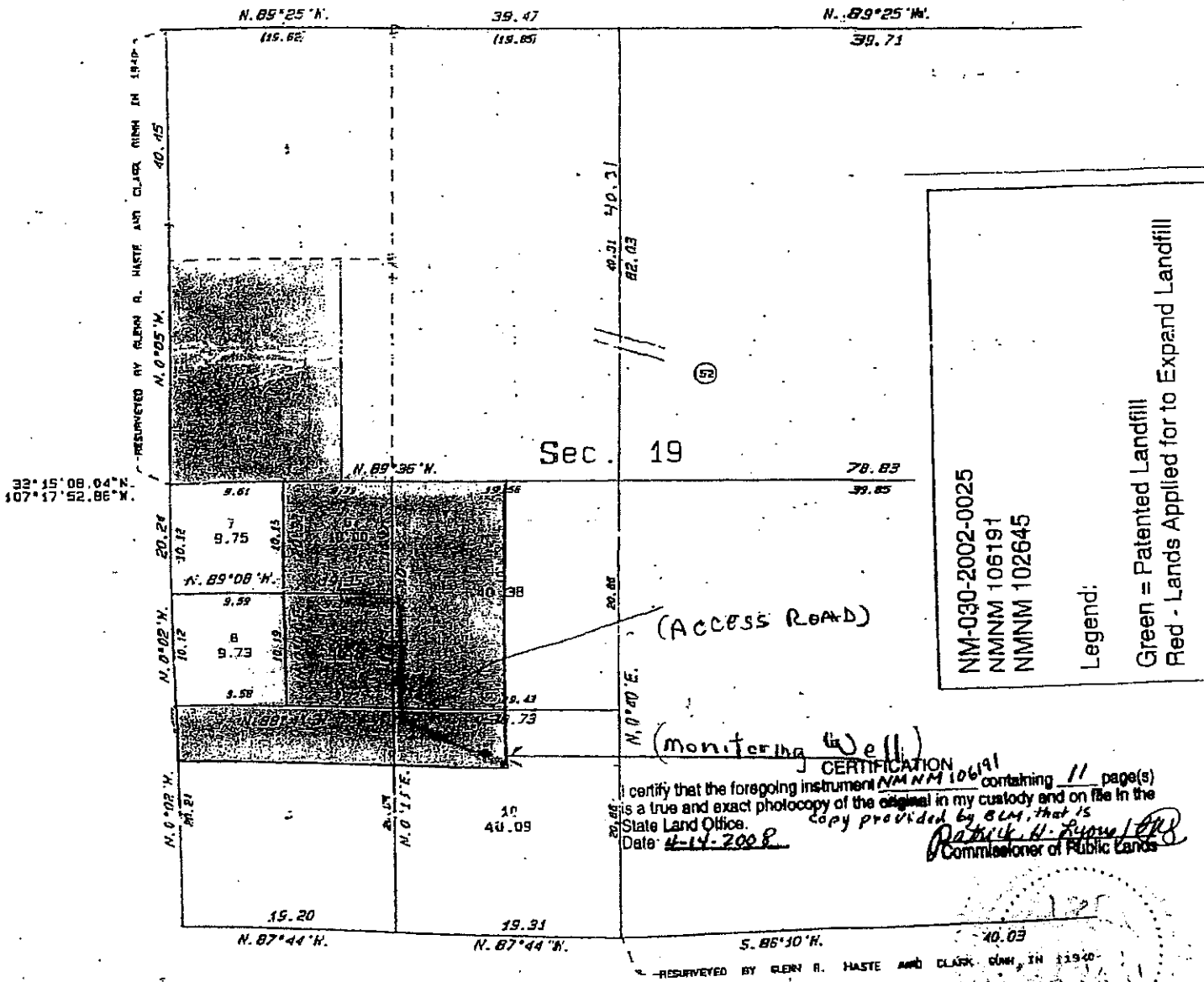
6-21-07
(Effective Date of Grant)



CERTIFICATION
 I certify that the foregoing instrument 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM, that is*
 Date 2/14/2008
Patrick H. Zuro
 Commissioner of Public Lands

Book 111
Page 2297

Book 96
Page 59A



106191

T 12 S R 4 W

EXHIBIT A

Original Stips will
apply to renewal
3/21/07

1. Right-of-Way Construction Administration

The holder shall contact the authorized officer at least seven days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plans(s) of development.

The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan(s) of development which was (were) approved and made part of the grant of ~~MAY 06 2002~~ relocation, additional construction, or use that is not in accord with the approved plan(s) of development, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan(s) of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

The holder shall designate a representative who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface disturbing activities are underway.

CERTIFICATION
I certify that the foregoing instrument NMNM 106191 containing 11 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. copy provided by BLM, that is
Date: 4-14-2008

Commissioner of Public Lands
Patrick H. Lyons

2. Work Limits

The holder shall conduct all activities associated with the construction, operation, and termination of the right-of-way within the authorized limits of the right-of-way.

3. Access to and Along the Right-of-Way During Construction

Construction-related traffic shall be restricted to routes approved by the authorized officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the authorized officer. Authorized roads used by the holder shall be rehabilitated or maintained when construction activities are complete as approved by the authorized officer.

The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.

The holder shall provide for the safety of the public entering the right-of-way. This includes, but is not limited to, barricades for open trenches, flagmen/women with communication systems for single-lane roads without intervisible turnouts, and attended gates for blasting operations.

Specific sites as identified by the authorized officer (e.g., archaeological sites, areas with threatened and endangered species, or fragile watersheds) where construction equipment and vehicles shall not be allowed, shall be clearly marked on site by the holder before any construction or surface disturbing activities begin. The holder shall be responsible for assuring that construction personnel are well trained to recognize these markers and understand the equipment movement restrictions involved.

4. Use of Right-of-Way

Except rights-of-way expressly authorizing a road after construction of the facility is completed, the holder shall not use the right-of-way as a road for purposes other than routine maintenance as determined necessary by the authorized officer in consultation with the holder.

No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of three inches deep, the soil shall be deemed too wet to adequately support construction equipment.

5. Maintenance of Right-of-Way

Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer. (A regular maintenance program shall include, but is not limited to, blading, ditching, culvert installation, and surfacing).

6. Cultural and Paleontological Resources

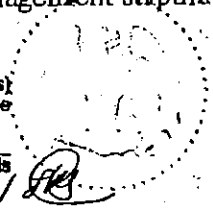
Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

The holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.

The proponent shall avoid LA 132738 and LA 57480. The Bureau of Land Management stipulates that project activity at those locations be monitored by an archaeologist.

CERTIFICATION
I certify that the foregoing instrument MMN 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-14-2008
Copy provided by BLM, that is

Commissioner of Public Lands
Patrick H. Lyford



7. Waste Disposal

Book 111
Page 2300

Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

CERTIFICATION
I certify that the foregoing instrument W/M/M 106191 containing 11 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-14-2008 Copy provided by BLM that is
Patrick A. Zuzano
Commissioner of Public Lands

8. Industrial and Toxic Waste Disposal

The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR, 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.

The holder of the right-of-way agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.

9. Proof of Construction

The holder shall file a proof of construction within 90 days after completion of construction. A period of five years from the date the right-of-way is granted is allowed for completion of construction.

10. Termination

Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.

Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

TOWNSHIP 12 SOUTH, RANGE 4 WEST

Book 111 5
 Page 2301

T. 12 S., R. 6 W. T. 12 S., R. 4 W.

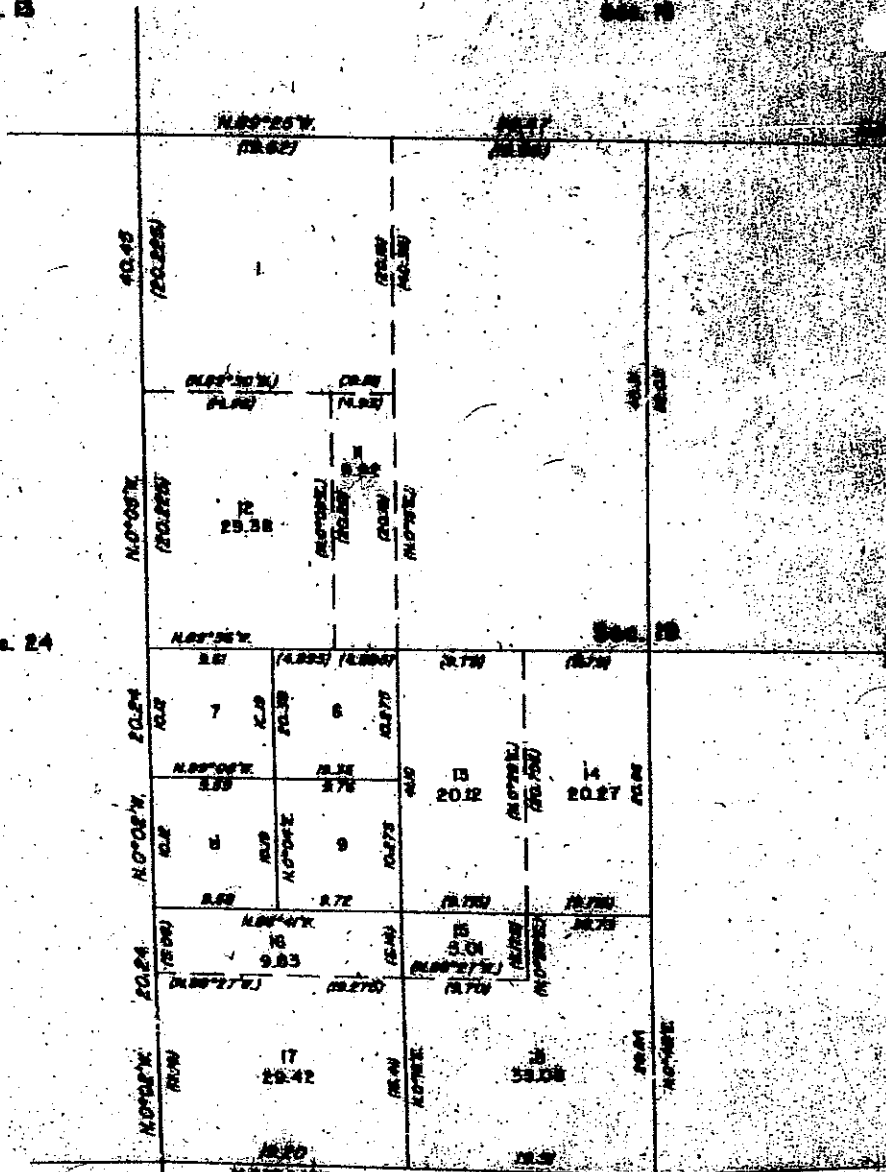
Sec. 23

Sec. 26

Sec. 24

Sec. 25

Sec. 30



I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and control as the State Land Office.
 Date 11-17-2008

CERTIFICATION
 I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and control as the State Land Office.
 Date 11-17-2008

Commissioner of the State Land Office



20

This supplemental plat showing the calculated subdivision of former lots 2, 4, 5 and 10, Section 19, Township 12 South, Range 4 West, New Mexico Principal Meridian, New Mexico, is based on the plats approved January 1, 1943, and July 3, 1966. This plat was executed to provide legal lot descriptions for administrative purposes.

Former lot 2 is now designated lots 11 and 12. Former lot 4 is now designated lots 16 and 17. Former lot 5 is now designated lots 13 and 14. Former lot 10 is now designated lots 15 and 18.

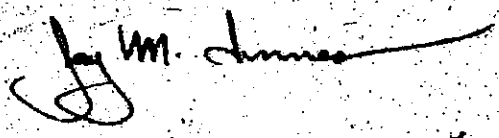
All information shown in parentheses () on this plat is calculated.

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

Santa Fe, New Mexico August 20, 2002

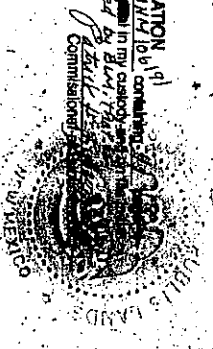
This plat, showing calculated information and new lottings, is based upon the official record, and having been correctly prepared in accordance with the regulations of this Bureau, is hereby accepted.

For the Director



Acting Chief Cadastral Surveyor for New Mexico

CERTIFICATION: I certify that the foregoing instrument (A) is a true and correct photocopy of the original in my custody, and (B) is a true and correct copy prepared by me in my capacity as Chief Cadastral Surveyor for New Mexico.
Date: 8/20/02
Commissioner



19

56

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CASE RECORDATION

(LIVE) Serial Register Page

Book 111

Page 2303

1987
Subj. to

Run Date/Time: 09/17/07 08:13:AM

01 10-21-1976;090STAT2776;43USC1761

Case Type 286203: ROW-TEL & TELEG,FLPMA

Commodity 972: FIBER OPTIC FACILITIES

Case Disposition: AUTHORIZED

Total Acres
80.540

Serial Number
NMNM-- - 044852

Page 5 of 22

Serial Number: NMNM-- - 044852

Name & Address

VALOR TELECOMMUNICATIONS OF TX	201 E JOHN CARPENTER FWY #200	IRVING TX 75062	Holder/Billee	%Interest 100.00000000
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Mer Twp Rng	Sec	SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency	
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23	0120S	0040W 006	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23	0120S	0040W 007	ALIQ	N2NE, SENE, E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
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23	0150S	0050W 013	ALIQ	NENW, W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
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23	0150S	0050W 034	ALIQ	S2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23	0150S	0050W 035	ALIO	NESW, N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 9-15-2008
Commissioner of Public Lands

CERTIFICATION

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

67

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2057

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2304

Run Date/Time: 09/17/07 08:13 AM

Page 6 of 22

23 0110S 0060W 014	ALIQ	N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
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23 0110S 0070W 007	ALIQ	N2NE,SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 008	ALIQ	S2NW,NESW,W2SE,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 022	ALIQ	SWNE,E2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 023	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 025	ALIQ	W2SW,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 026	ALIQ	W2NE,SENE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 001	ALIQ	SESW,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 002	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 010	ALIQ	N2NE,SWNE,SENW,NESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 011	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 003	ALIQ	SWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 003	LOTS	2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 018	LOTS	2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 020	ALIQ	W2NW,N2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 020	LOTS	5,10;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0180S 0070W 029	LOTS	4,5,11;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 026	LOTS	9,10,13,14,15;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 027	ALIQ	S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 033	LOTS	1,2,3,4,7,8;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 034	LOTS	2,3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0080W 001	ALIQ	SENE,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument (M/M of 044852) is a true and exact photocopy of the original in my custody and on file in the State Land Office. Date 9-15-2008
 CERTIFICATION
 of the State Land Office
 Commissioner of Public Lands



Serial Number: NMNM 044852

Relinquished/Withdrawn Lands

23 0120S 0040W 719	FF		L2 RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0040W 707	FF	01	L14,15,18,19,22,23 REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0140S 0040W 707	FF	02	L26,27 REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0140S 0040W 718	FF		SWSW REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0140S 0040W 719	FF		W2NW REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0160S 0040W 719	FF		L4 REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0100S 0050W 721	FF		NENW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 719	FF	01	L1,2 RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 719	FF	02	SENW,NESW,W2SE,SESE RELO;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

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68

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 BUREAU OF LAND MANAGEMENT
 CASE RECORDATION Book 111
 (LIVE) Serial Register PagePage 2305

3 of 7

Run.Date/Time: 09/17/07 08:13 AM

Page 7 of 22

23 0110S 0050W 729	FF		W2NW,E2SW,SWSE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 730	FF		NENE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 733	FF		SESW,SWSE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 703	FF		SWSW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 704	FF	01	L2 RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 704	FF	02	S2NE,NESE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 710	FF	01	N2NW,SENW,NESW,NWSE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 710	FF	02	S2SE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 713	FF		S2SW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 714	FF		SWNE,N2NW,SENW,N2SE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 715	FF		NENE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 720	FF		N2SE,SESE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 721	FF		SWSW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 723	FF		S2NE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 724	FF		SENE,S2NW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 728	FF		SWNE,N2NW,SENW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 736	FF		W2 REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0160S 0050W 701	FF		SWNW,W2SW REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0160S 0050W 712	FF		SWNW REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0160S 0050W 713	FF		W2SW REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0160S 0050W 714	FF		E2NE REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0160S 0050W 724	FF		NWSW,S2SE REJ;	LAS CRUCES	SIERRA	BUREAU OF RECLAMATION
23 0110S 0060W 702	FF	01	L6,7,8,9 RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 702	FF	02	L5 TRFD;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 713	FF		E2SW,SWSE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0060W 724	FF		N2NE RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0060W 714	FF		NESW RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0070W 706	FF		L6 RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMNM-- - 044852

Act Date	Code	Action	Action Remarks	Pending Office
03/13/1981	124	APLN RECD		
11/19/1981	005	NEPA ANALYSIS APPROVED	NM-030-82-8;	
04/02/1984	114	AMEND/CORR APLN RECD		
04/23/1984	005	NEPA ANALYSIS APPROVED	NM-037-CER-84-47;	
08/15/1984	126	APLN REJ/DEN IN PART	LANDS UNDER BR JURIS;	
09/04/1984	307	ROW GRANTED-ISSUED		
09/04/1984	503	LENGTH IN MILES	66.44;	
09/04/1984	504	WIDTH IN FEET (TOTAL)	10;	
09/18/1984	304	AUTH AMENDED/MODIFIED		
10/01/1984	600	RECORDS NOTED		
07/31/1987	153	POST AUTH APLN RECD		
07/31/1987	971	COST RECOV (PROC) RECD	\$50;	
08/17/1987	005	NEPA ANALYSIS APPROVED	NM-037-CER-87-10;	
09/09/1987	304	AUTH AMENDED/MODIFIED		
09/24/1987	065	COST RECOV (MON) RECD	\$20;	
05/16/1988	153	POST AUTH APLN RECD		
05/16/1988	971	COST RECOV (PROC) RECD	\$925;	
06/13/1988	114	AMEND/CORR APLN RECD		
09/20/1988	005	NEPA ANALYSIS APPROVED	NM-037-88-038;	
09/22/1988	304	AUTH AMENDED/MODIFIED		
11/09/1988	153	POST AUTH APLN RECD		
11/09/1988	971	COST RECOV (PROC) RECD	\$125;	
11/10/1988	065	COST RECOV (MON) RECD	\$50;	

CERTIFICATION
 I certify that the foregoing instrument NMNM 044852 containing 7 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office.
 Date 4-15-2008
 Copy Provided by OLM, 11/13
 Peter H. Lyons
 Commissioner of Public Lands



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69

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

4 OF 7

CASE RECORDATION Book 111
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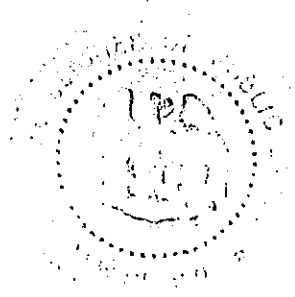
Page 8 of 22

11/14/1988	005	NEPA ANALYSIS APPROVED	NM-037-CER-89-005;
11/28/1988	304	AUTH AMENDED/MODIFIED	
03/02/1989	312	RELQ (PARTIAL) FILED	
04/13/1989	304	AUTH AMENDED/MODIFIED	
07/20/1989	065	COST RECOV (MON) RECD	\$200;
05/22/1991	466	ADM-JURIS TRF OUT	TO CTY OF SIERRA;/A/
04/03/1992	312	RELQ (PARTIAL) FILED	
05/20/1992	890	RELQ (PARTIAL) ACCEPTED	
01/27/1999	312	RELQ (PARTIAL) FILED	
10/23/2000	153	POST AUTH APLN RECD	
10/24/2000	140	ASGN FILED	
11/07/2000	139	ASGN APPROVED	FROM CONTEL;
12/01/2000	950	COMPLIANCE APPROVED	
12/21/2000	005	NEPA ANALYSIS APPROVED	NM-030-2001-0026;
01/18/2001	304	AUTH AMENDED/MODIFIED	502+1910.0;
08/15/2003	913	CONFORMED TO SRVY/RESRVY	
10/21/2003	817	MERGER RECOGNIZED	/B/
10/24/2005	041	COMPL EXAM/RPT COMPLETED	SELF COMPLIANCE;
04/17/2006	974	AUTOMATED RECORD VERIF	CP;
09/04/2014	763	EXPIRES	

Line Nr Remarks

Serial Number: NMNM-- - 044852

0002 PRE FLPMA EXISTING TEL LINES CONSTR W/REA FUNDS;
0003 07/20/1989 - MONITORING FEE FOR 9/22/1988 AMENDMENT;
0004 /A/ PATENT #30-91-0018;
0005 NOTICE OF CONVEYANCE TO ROBERT S. GONZALES (PATENT
0006 30-91-0043) SENT TO HOLDER - SEE DECISION DTD
0007 05/20/1992;
0008 /A/FROM VALOR TELECOMMUNICATIDNS OF NEW MEXICO, LLC;
0009 ROW INCLUDES BOTH COPPER AND FIBER OPTIC CABLE;



CERTIFICATION
I certify that the foregoing instrument NMNM 044852 containing 7 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office, COPY PROVIDED BY BLM, THAT IS
Date 4-15-2008
Patrick H. Leonard
Commissioner of Public Lands

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70



United States Department of the Interior

5 OF 7

BUREAU OF LAND MANAGEMENT
Las Cruces Field Office
1800 Marquess St.
Las Cruces, New Mexico 88005

Book 111
Page 2307

IN REPLY REFER TO:
NMNM 2724
NMNM12213
NMNM 44852
2800 (03000)

OCT 21 2003

DECISION

Valor Telecommunications of Texas, LP	:	
dba Valor Telecom	:	NMNM 2724
Attn: Ms. Sandra Western	:	NMNM 12213
ROW Coordinator	:	NMNM 44852
201 E. John Carpenter Frwy., #200	:	Rights-of-Way
Irving, TX 75062	:	

Merger Recognized

On October 7, 2003, a letter was sent to this office regarding a merger between Valor Telecommunications of New Mexico, LLC and Valor Telecommunications of Texas, LP, dba Valor Telecom. In support of this merger, the following documents were submitted:

1. Agreement and Plan of Merger duly executed on May 29, 2003.
2. Certificate of Merger of Valor Telecommunications of New Mexico, LLC, with and into Valor Telecommunications of Texas, LP.
3. Certificate of Good Standing to operate in the State of New Mexico dated June 2, 2003.

The aforementioned documents have been examined and have been found acceptable. Therefore, the merger between Valor Telecommunication of New Mexico, LLC and Valor Telecommunications of Texas, LP, dba Valor Telecom, is hereby recognized. All records pertaining to the aforementioned rights-of-way will be noted to reflect these changes.

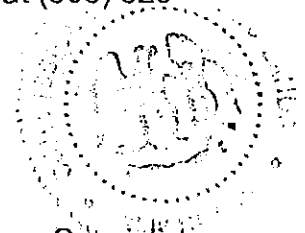
If you have any questions, please contact Vickie Aguilar, Land Law Examiner at (505) 525-4302 of our office.

CERTIFICATION
I certify that the foregoing instrument NMNM 044852 containing 7 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-15-2008

Patrick H. Lyons
Commissioner of Public Lands

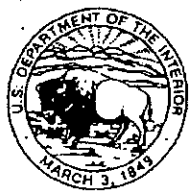
Tim L. Sanders

Tim L. Sanders
Supervisor Multi-Resource Specialist
Division of Multi-Resources



03000:VAguilar:x4302:10/29/03:NM12213.2724.44852

FILE COPY



Book 111
Page 2308

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Las Cruces Field Office
1800 Marquess St.
Las Cruces, New Mexico 88005

Initials/Date	SL / 1/17/01
Initials/Date	SL / 1/17/01
Initials/Date	SL / 1/18/01
Initials/Date	
Initials/Date	

IN REPLY REFER TO:
NMNM 44852
2800 (03000)

JAN 18 2001

CERTIFIED-RETURN RECEIPT REQUESTED
7099 3220 0005 7153 5273

CERTIFICATION NMNM 44852
I certify that the foregoing instrument NMNM 44852 containing 7 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office.
Date: 4-15-2008
Copy received by SLM, 1/15/01
Patrick L. Lyons
Commissioner of Public Lands

DECISION

Mr. Guillermo Hernandez
Network Engineering
VALOR
P.O. Box 4100
Fairview, NM 87533

NMNM 44852
Right-of-Way



Right-of-Way Amendment Approved

On September 4, 1984, right-of-way (ROW) NMNM 44852 was granted under Title V of the Act of October 21, 1976, to Continental Telephone Company of the West for existing aerial facilities and buried cable within Ts. 12, 13, and 14 S., R. 4 W.; Ts. 10, 11, 12, 14, and 15 S., R. 5 W.; Ts. 11, 12, 15, and 16 S., R. 6 W.; Ts. 11, 16, and 18 S., R. 7 W.; and Ts. 10 and 11 S., R. 8 W.; New Mexico Principal Meridian, New Mexico.

By decisions of September 18, 1984, September 9, 1987, and September 22, 1988, amendments were approved for replacement of existing poles and aerial wire with buried cable in Sec. 26, T. 15 S., R. 6 W.; placement of buried cable in Sec. 34, T. 15 S., R. 5 W.; and placement of buried cable on public lands within Ts. 12 and 13 S., R. 4 W., Ts. 10, 11, 12, and 13 S., R. 5 W.; Ts. 11, 12, and 13 S., R. 6 W.; T. 11 S., R. 7 W.; and Ts. 10 and 11 S., R. 8 W., New Mexico Principal Meridian, New Mexico.

On November 28, 1988, a fourth amendment was approved for the installation of aerial cable in Secs. 11, 12, and 14, T. 12 S., R. 6 W., New Mexico Principal Meridian, New Mexico.

On April 13, 1989, a fifth amendment was approved to change the legal description and correct the acreage and mileage within Secs. 10 and 14, T. 12 S., R. 5 W., New Mexico Principal Meridian, New Mexico.

On May 20, 1992, a partial relinquishment was approved to remove a pole line and replace it with buried cable in Sec. 19, T. 12 S., R. 4 W., Sec. 21, T. 10 S., R. 5 W., Secs. 19, 29, 30, and 33, T. 11 S., R. 5 W., Secs. 3, 4, 10, 13, 14, 15, 20, 21, 23, 24, and 28, T. 12 S., R. 5 W., Secs. 13 and 24, T. 11 S., R. 6 W., Sec. 14, T. 12 S., R. 6 W., and Sec. 6, T. 11 S., R. 7 W., New Mexico Principal Meridian, New Mexico.

On November 7, 2000, assignment of ROW NMNM 44852 to VALOR (holder) under Title V of the Act of October 21, 1976, was approved.

On October 23, 2000, an amendment application was submitted by VALOR for the purpose of installing a 1/2" copper cable to service the Cedar Cove Park residents. The proposed ROW is 1,910 feet long with a 10 foot wide area for maintenance (a 15 foot wide area will be authorized during construction) within the existing ROW in the S 1/2 SW 1/4 SE 1/4 of Sec. 3, and Sec. 10, N 1/2 NW 1/4 NE 1/4, T. 13 S., R. 4 W., New Mexico Principal Meridian, New Mexico, as shown on the enclosed map (Exhibit A).

The amendment has been examined and found to be satisfactory. The required processing and monitoring fees have been received. A ROW, the details of which are shown above is hereby granted to VALOR under the Act of October 21, 1976, subject to the terms and conditions of the original ROW grant and to the following:

1. All valid rights existing on the date of the grant.
2. All applicable regulations in 43 CFR 2800.
3. Stipulations agreed to by holder in original ROW grant.
4. The term of this ROW shall coincide with the term of the original grant.

The issuance of this ROW constitutes a final decision by the Bureau of Land Management in this matter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4, and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate office of the solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions or need more information, please contact Vickie Aguilar at (505) 525-4302 of our office.



Leonard T. Brooks

Leonard T. Brooks
Assistant Field Manager
Division of Multi-Resources

2 Enclosures

03000:VAguilar:1/17/01:x4302:NM44852.amend

FILE COPY

CERTIFICATION 44852
 I certify that the foregoing instrument NM44852 containing 7 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office. *copy provided by BLM, TIME 15*
 Date 4-15-2008
Patrick H. Lynn
 Commissioner of Public Lands

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CASE RECORDATION Book 111

(LIVE) Serial Register Page Page 2310

Pg. 1 of 9

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Page 9 of 22

01 10-21-1976;090STAT2776;43USC1761
Case Type 285003: ROW-POWER TRAN-FLPMA
Commodity 970: OTHER ENERGY FACILITIES
Case Disposition: AUTHORIZED

Total Acres
267.147

Serial Number
NMNM-- - 057037

Serial Number: NMNM-- - 057037

Name & Address	Int Rel	%Interest
SIERRA ELEC CORP INC PO BOX 290 ELEPHANT BUTTE NM 87935	HOLDER	100.00000000

Serial Number: NMNM-- - 057037

Mer Twp Rng Sec	SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
23 0160S 0010E 018	ALIQ	N2NE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010E 018	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0010W 008	ALIQ	SWNE,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 010	ALIQ	SENW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 013	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 014	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0010W 015	ALIQ	N2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W 012	ALIQ	SESW,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0020W D12	LOTS	4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0030W D18	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 011	ALIQ	E2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 013	ALIQ	S2NW,NESW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 014	ALIQ	E2NE,N2SE,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 023	ALIQ	W2NE,E2SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 026	ALIQ	NENW,S2NW,N2SW,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W D27	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 028	ALIQ	S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 029	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W D34	ALIQ	E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0030W 035	ALIQ	SWNW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 003	ALIQ	SENE,N2SE,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 003	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 010	ALIQ	W2NE,E2SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 015	ALIQ	E2NW,N2SW,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 020	ALIQ	W2NE,NENW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 021	ALIQ	SESW,N2SE,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 022	ALIQ	W2NW,N2SW,NWSE,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 023	ALIQ	S2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 025	ALIQ	W2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0030W 026	ALIQ	N2NE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0090S 0040W 033	ALIQ	W2SW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT
23 0100S 0040W 009	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 010	ALIQ	W2W2,SESW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 015	ALIQ	W2NW,NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 021	ALIQ	NENE,W2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 028	ALIQ	SENW,N2SW,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0040W 033	ALIQ	W2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 005	ALIQ	SWNE,E2SW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 005	LOTS	2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 006	ALIQ	SWNE,SENW,N2SE,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 006	LOTS	3,4;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 008	ALIQ	E2NW,N2SW,S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 009	ALIQ	S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 010	ALIQ	S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 011	ALIQ	S2S2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 012	ALIQ	S2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 013	ALIQ	N2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 017	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 018	ALIQ	SENE,NESE,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument NMNM 057037 containing 9 pages is a true and exact photocopy of the original in my custody and on file in the State Land Office. Date: 9-15-2008.

CERTIFICATION 9-15-08

Leticia M. Lynch, Commissioner of Public Lands

2007 SEP 21 10:00 AM STATE LAND OFFICE SANTA FE, N.M.

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74

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Pg. 2 of 9

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2311

Run Date/Time: 09/17/07 08:13 AM

Page 10 of 22

23 0110S 0040W 019	ALIQ	W2E2,SENW,NESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 030	ALIQ	W2NE,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 006	ALIQ	SWNE,SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 007	ALIQ	E2E2,NWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 008	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 013	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 017	ALIQ	NWNW,S2NW,NESW,S2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 018	ALIQ	S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 019	ALIQ	NWNE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 019	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 020	ALIQ	N2NE,NENW,N2SW,NWSE,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 021	ALIQ	SWNE,NENW,S2NW,E2SW,N2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 022	ALIQ	NWSW,S2SW,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 027	ALIQ	NWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 027	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 028	ALIQ	E2W2,NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 029	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 033	ALIQ	SWNE,E2NW,NWSE,S2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 003	ALIQ	SENE,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 003	LOTS	7;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 004	ALIQ	S2NE,E2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 004	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 007	ALIQ	SWNE,SENW,N2SE,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 008	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 009	ALIQ	NENE,S2NE,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 010	ALIQ	NWNE,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 017	ALIQ	SENE,NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 020	ALIQ	N2NE,SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 021	ALIQ	S2NW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 022	ALIQ	W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 027	ALIQ	SWNE,NWNW,SENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0050W 035	ALIQ	N2NE,SENE,NENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 001	LOTS	1;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0050W 035	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 019	ALIQ	S2NE,SENW,NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 019	LOTS	1,2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 020	ALIQ	N2S2,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 021	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 022	ALIQ	S2NE,SENW,N2SW,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 023	ALIQ	NENE,S2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 024	ALIQ	N2N2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 027	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0050W 028	ALIQ	NENE,SWNE,N2NW,SENW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 005	ALIQ	SENW,NWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 009	ALIQ	SENW,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 022	ALIQ	SENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 023	ALIQ	NWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 024	ALIQ	NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0140S 0050W 026	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 012	ALIQ	NENW,S2NW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 013	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 014	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 023	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 024	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W D25	ALIQ	SWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 025	RSDL	N2NWNWNE,N2SWNWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 035	ALIQ	NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0050W 036	ALIQ	W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0050W 001	ALIQ	SWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0050W 011	ALIQ	NWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0050W 014	ALIQ	NENE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date 9/15/2008
 Commissioner of Public Lands

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75

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Pg. 3 of 9

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 231a

Run Date/Time: 09/17/07 08:13 AM

Page 11 of 22

Section	Subsection	Range	Section	Range	Section	Range
23	0160S	0050W	022	ALIQ	SENW;	LAS CRUCES
23	0160S	0050W	023	ALIQ	SWNW;	LAS CRUCES
23	0110S	0060W	014	LOTS	6;	LAS CRUCES
23	0110S	0060W	021	ALIQ	NENE;	LAS CRUCES
23	0110S	0060W	022	ALIQ	01 SENE,NWNW,S2NW,E2SW,N2SE;	LAS CRUCES
23	0110S	0060W	022	ALIQ	02 SWSE;	LAS CRUCES
23	0110S	0060W	023	ALIQ	N2NW,SWNW;	LAS CRUCES
23	0110S	0060W	024	ALIQ	NWSE;	LAS CRUCES
23	0110S	0060W	024	RSDL	W2SESE,N2SESESE;	LAS CRUCES
23	0110S	0060W	027	ALIQ	N2NW,SWNW;	LAS CRUCES
23	0110S	0060W	028	ALIQ	SENE;	LAS CRUCES
23	0110S	0060W	033	ALIQ	W2NW,NWSW;	LAS CRUCES
23	0120S	0060W	003	ALIQ	S2SW;	LAS CRUCES
23	0120S	0060W	004	LOTS	7,8,10,13;	LAS CRUCES
23	0120S	0060W	010	ALIQ	SWNE,E2NW,N2SE,SESE;	LAS CRUCES
23	0120S	0060W	011	ALIQ	SWSW,NESE,S2SE;	LAS CRUCES
23	0120S	0060W	012	ALIQ	NWNE,NENW,S2NW,NWSW;	LAS CRUCES
23	0120S	0060W	013	ALIQ	NWSW,S2SW;	LAS CRUCES
23	0120S	0060W	014	ALIQ	W2NE,NW,E2SW,N2SE,SWSE;	LAS CRUCES
23	0120S	0060W	021	ALIQ	SWSE;	LAS CRUCES
23	0120S	0060W	023	ALIQ	NWNE,SENE,NESE;	LAS CRUCES
23	0120S	0060W	024	ALIQ	N2NE;	LAS CRUCES
23	0120S	0060W	028	ALIQ	NWNE,NENW;	LAS CRUCES
23	D130S	0060W	010	ALIQ	SESW;	LAS CRUCES
23	0150S	0060W	D25	ALIQ	SENE,N2S2;	LAS CRUCES
23	0150S	0060W	026	ALIQ	S2SW,N2SE,SWSE;	LAS CRUCES
23	0150S	0060W	027	ALIQ	SESW,S2SE;	LAS CRUCES
23	0150S	0060W	028	ALIQ	SESE;	LAS CRUCES
23	0150S	0060W	031	ALIQ	SWNE,NENW,N2SENW;	LAS CRUCES
23	0150S	0060W	033	ALIQ	N2N2;	LAS CRUCES
23	0150S	0060W	034	ALIQ	N2NW;	LAS CRUCES
23	0160S	0060W	007	ALIQ	NENE;	LAS CRUCES
23	0160S	0060W	008	ALIQ	NWNW;	LAS CRUCES
23	D190S	0060W	004	LOTS	3,4;	LAS CRUCES
23	0190S	0060W	005	LOTS	1-4;	LAS CRUCES
23	0190S	0060W	006	LOTS	1-4;	LAS CRUCES
23	0110S	0070W	006	ALIQ	SWNE,W2SE;	LAS CRUCES
23	0110S	0070W	006	LOTS	5,6;	LAS CRUCES
23	0110S	0070W	007	ALIQ	N2NE,SENE;	LAS CRUCES
23	0110S	0070W	008	ALIQ	S2NW,NESW,W2SE,SESE;	LAS CRUCES
23	D110S	0070W	022	ALIQ	NWNE;	LAS CRUCES
23	0110S	0070W	023	ALIQ	SESW;	LAS CRUCES
23	0110S	0070W	025	ALIQ	W2SW,SESW;	LAS CRUCES
23	0110S	0070W	026	ALIQ	N2NE,SENE;	LAS CRUCES
23	0150S	0070W	013	ALIQ	N2SE;	LAS CRUCES
23	0150S	0070W	024	ALIQ	SENE,E2SE;	LAS CRUCES
23	0150S	0070W	025	ALIQ	NENE;	LAS CRUCES
23	0160S	0070W	010	ALIQ	SENW,NESW,NWSW,W2SE;	LAS CRUCES
23	0180S	0070W	003	ALIQ	SWNE;	LAS CRUCES
23	0180S	0070W	003	LOTS	2;	LAS CRUCES
23	0180S	0070W	010	ALIQ	S2NW;	LAS CRUCES
23	0180S	0070W	012	ALIQ	E2SE;	LAS CRUCES
23	0180S	0070W	013	ALIQ	NWNE,NENW;	LAS CRUCES
23	0180S	0070W	018	LOTS	1,2;	LAS CRUCES
23	0180S	0070W	020	ALIQ	W2NW,N2SW;	LAS CRUCES
23	0180S	0070W	020	LOTS	5,8,10;	LAS CRUCES
23	0180S	0070W	027	ALIQ	NWSW;	LAS CRUCES
23	0180S	0070W	028	LOTS	8,9;	LAS CRUCES
23	0180S	0070W	029	LOTS	4,5,11;	LAS CRUCES
23	0190S	0070W	017	ALIQ	E2NE;	LAS CRUCES
23	0190S	0070W	031	LOTS	1;	LAS CRUCES

I certify that the foregoing instrument, ALM 051-037, containing 9 pages is a true and exact photocopy of the original in my custody and of file in the State Land Office. Date 7-15-2008 by Gary Mett, Commissioner of Public Lands.



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76

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Pg. 4 of 9

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2313

Run Date/Time: 09/17/07 08:13 AM

Page 12 of 22

23 0100S 0080W 009	ALIQ	SWNW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 025	ALIQ	SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 026	LOTS	9-12,15,16;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 027	ALIQ	S2NE,SENW,N2SW,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 029	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0100S 0080W 033	LOTS	1,3,6-8;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0080W 001	ALIQ	NESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0150S 0080W 035	ALIQ	SWNW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0170S 0080W 014	ALIQ	E2NE,SENW,NWSW;	LAS CRUCES	SIERRA	GILA NF
23 0200S 0080W 008	ALIQ	N2NE,SENE,NENW;	LAS CRUCES	LUNA	BUREAU OF LAND MGMT

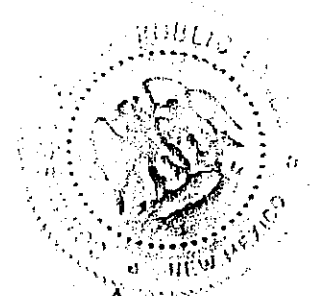
Serial Number: NMMN 057037

Relinquished/Withdrawn Lands

23 0190S 0060W 719	FF	N2NE,NENW,RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0190S 0060W 720	FF	NWNE,N2NW,RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 701	FF	SESW,NESE,RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 702	FF	SESE,RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 710	FF	S2NE,RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0160S 0070W 711	FF	N2N2,SWNW,RELQ;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMMN-- - 057037

Act Date	Code	Action	Action Remarks	Pending Office
09/12/1983	124	APLN RECD		
05/01/1985	241	AUTH OFFERED APPLICANT		
05/28/1985	307	ROW GRANTED-ISSUED		
05/28/1985	503	LENGTH IN MILES	106.2;	
05/28/1985	504	WIDTH IN FEET (TOTAL)	VAR;/A/	
05/28/1985	506	POWERLINE VOLTAGE (KV)	VAR;/B/	
05/28/1985	852	RENTAL EXEMPT		
08/29/1985	600	RECORDS NOTED		
02/05/1986	393	DEC ISSUED	LEGALS CORR;	
05/18/1989	312	RELQ (PARTIAL) FILED		
07/09/1990	890	RELQ (PARTIAL) ACCEPTED	503-1.5;	
11/25/1992	153	POST AUTH APLN RECD		
12/08/1992	065	COST RECOV (MON) RECD	\$50;	
12/08/1992	971	COST RECOV (PROC) RECD	\$125;	
01/12/1993	005	NEPA ANALYSIS APPROVED	NM-037-93-010;	
02/04/1993	304	AUTH AMENDED/MODIFIED	503+1.11;	
05/26/1993	950	COMPLIANCE APPROVED		
09/09/1996	153	POST AUTH APLN RECD		
09/10/1996	971	COST RECOV (PROC) RECD	\$125;	
09/11/1996	065	COST RECOV (MON) RECD	\$50;	
09/18/1996	840	CAT 1 COST RECOVERY-PROC		
10/25/1996	037	POST AUTH APLN WITHDRAWN		
11/04/1996	379	REFUND AUTHORIZED	\$50;	
02/19/1997	840	CAT 1 COST RECOVERY-PROC	/C/	
02/19/1997	841	CAT 2 COST RECOVERY-PROC	/D/	
02/28/1997	153	POST AUTH APLN RECD	/C/	
02/28/1997	153	POST AUTH APLN RECD	/D/	
03/04/1997	065	COST RECOV (MON) RECD	\$50;/C/	
03/04/1997	065	COST RECOV (MON) RECD	\$75;/D/	
03/04/1997	971	COST RECOV (PROC) RECD	\$125;/C/	
03/04/1997	971	COST RECOV (PROC) RECD	\$300;/D/	



CERTIFICATION 11037
I certify that the foregoing instrument NMMN 051 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. caps provided by BLM, that is
Date: 4-15-2008
Patricia M. Lyons / SLP
Commissioner of Public Lands

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77

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Pg. 5 of 9

CASE RECORDATION Book 111
(LIVE) Serial Register Page Page 2314

Run Date/Time: 09/17/07 08:13 AM

Page 13 of 22

03/24/1997	005	NEPA ANALYSIS APPROVED	NM-037-AD-07-06;
04/09/1997	304	AUTH AMENDED/MODIFIED	503+0.39;/C/
04/21/1997	005	NEPA ANALYSIS APPROVED	NM-037-97-026;
05/02/1997	304	AUTH AMENDED/MODIFIED	503+0.2;/D/
07/24/1997	600	RECORDS NOTED	
03/20/1998	065	COST RECOV (MON) RECD	\$50;
03/20/1998	153	POST AUTH APLN RECD	
03/20/1998	840	CAT 1 COST RECOVERY-PROC	
03/20/1998	971	COST RECOV (PROC) RECD	\$125;
05/08/1998	304	AUTH AMENDED/MODIFIED	503+5588.8;
11/17/1998	153	POST AUTH APLN RECD	
11/17/1998	841	CAT 2 COST RECOVERY-PROC	
11/17/1998	971	COST RECOV (PROC) RECD	\$300;
11/18/1998	065	COST RECOV (MON) RECD	\$75;
01/25/1999	005	NEPA ANALYSIS APPROVED	NM-030-99-034;
01/25/1999	153	POST AUTH APLN RECD	
01/25/1999	841	CAT 2 COST RECOVERY-PROC	
01/25/1999	971	COST RECOV (PROC) RECD	\$300;
01/26/1999	065	COST RECOV (MON) RECD	\$75;
02/02/1999	153	POST AUTH APLN RECD	
02/02/1999	840	CAT 1 COST RECOVERY-PROC	
02/02/1999	971	COST RECOV (PROC) RECD	\$125;
02/03/1999	065	COST RECOV (MON) RECD	\$50;
02/19/1999	304	AUTH AMENDED/MODIFIED	503+1610.0;/E/
04/28/1999	304	AUTH AMENDED/MODIFIED	503+1700.0;/F/
04/28/1999	304	AUTH AMENDED/MODIFIED	503+329.37;/G/
01/10/2002	842	CAT 3 COST RECOVERY-PROC	
04/10/2002	065	COST RECOV (MON) RECD	\$100;
04/10/2002	153	POST AUTH APLN RECD	
04/10/2002	971	COST RECOV (PROC) RECD	\$550;
05/15/2002	041	COMPL EXAM/RPT COMPLETED	
05/20/2002	005	NEPA ANALYSIS APPROVED	NM-030-2002-0079;
06/14/2002	304	AUTH AMENDED/MODIFIED	/I/
10/31/2003	065	COST RECOV (MON) RECD	\$75;1
10/31/2003	971	COST RECOV (PROC) RECD	\$300;1
10/31/2003	971	COST RECOV (PROC) RECD	\$300;2
08/12/2004	005	NEPA ANALYSIS APPROVED	NM-030-2004-0079;
08/25/2004	304	AUTH AMENDED/MODIFIED	/J/
09/09/2004	153	POST AUTH APLN RECD	
09/09/2004	379	REFUND AUTHORIZED	\$300;
09/09/2004	379	REFUND AUTHORIZED	\$75;
10/16/2004	153	POST AUTH APLN RECD	
10/18/2004	065	COST RECOV (MON) RECD	\$50;
10/18/2004	971	COST RECOV (PROC) RECD	\$125;
10/21/2004	304	AUTH AMENDED/MODIFIED	/K/
03/07/2005	974	AUTOMATED RECORD VERIF	VA;
05/28/2007	853	COMPL/REVIEW DUE DATE	
05/28/2015	763	EXPIRES	



CERTIFICATION 7037
I certify that the foregoing instrument NMNM 05-7037 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. Date 4-15-2008
Copy provided by BLM. That is
Patrick H. Simon
Commissioner of Public Lands

LAS CRUCES DISTRICT OFFICE

Line Nr Remarks

Serial Number: NMNM-- - 057037

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

78

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(LIVE) Serial Register Page

Book 111
Page 2315

Pg. 6 of 9

Page 14 of 22

Run Date/Time: 09/17/07 08:13 AM

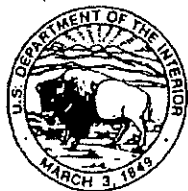
- 0002 /A/ 20 AND 30 FEET;
- 0003 /B/ 7.2, 12.5, 14.4 AND 24.9 KV;
- 0004 REA - NO RENTAL REQUIRED;
- 0005 /C/ AMD TO PROVIDE POWER TO WTN WIRELESS COMM SITE;
- 0006 /D/ AMD TO PROVIDE POWER TO WINDER RESIDENCE;
- 0007 /E/ AMD TO PROVIDE POWER TO AMERICAN TOWERS INC;
- 0008 /F/ AMD TO PROVIDE POWER TO COZY COVE RV PARK;
- 0009 /G/ AMD TO PROVIDE POWER TO HILLSBORO WST TRF STA;
- 0010 /H/AMD TO INSTALL AN EXTENSION (2-SPAN LINE)
20 FT BY 700 FT;
- 0011 /I/ AMD TO RECONSTRUCT EXISTING POWER LINES,
MONTICELLO & CUCHILLO SEGMENTS;
- 0014 /J/ AMD TO INSTALL A 2-SPAN LINE EXT 20'X700';
- 0015 /K/ AMD TO RECOGNIZE 3 EXISTING POWER LINES,
MITCHELL, BIRNER POINT, THREE SISTERS, CABALLO ST PK;
- 0016



CERTIFICATION
I certify that the foregoing instrument NMNM 051051 containing 9 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. Copy provided by BLM, Sept 15
Date 4-15-2008
Patrick H. Lynch
Commissioner of Public Lands

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PURPOSES NOT INTENDED BY BLM

79



United States Department of the Interior
BUREAU OF LAND MANAGEMENT

Las Cruces Field Office
1800 Marquess
Las Cruces, New Mexico 88005
www.nm.blm.gov



Pg. 7 of 9

Book 111
Page 2316

IN REPLY REFER TO:
NMNM 57037
2800 (03000)

CERTIFIED - RETURN RECEIPT REQUESTED
7003 3110 0003 1588 4039

OCT 21 2004

SURNAME

Initials / Date AK 10/20/04
Initials / Date DR 10/21/04
Initials / Date JS 10/21/04
Initials / Date _____
Initials / Date _____

DECISION

Mr. Emery Owen
Manager of Operations
Sierra Electric Coop., Inc.
P.O.Box 290
Elephant Butte, NM 87935

NMNM 57037

Right-of-Way

CERTIFICATION
I certify that the foregoing instrument NMNM 57037 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *copy provided by BLM; that is*
Date 4-15-2008
Patrick H. L...
Commissioner of Public Lands

Right-of-Way Amendment Approved

On May 28, 1985, right-of-way (ROW) NMNM 57037 was granted under the Act of October 21, 1976, to Sierra Electric Cooperative, Inc. (holder), for existing power lines in T. 16 S., R. 1 E.; Ts. 13 and 16 S., R. 1 W.; T. 13 S., R. 2 W.; Ts. 11, 14 and 15 S., R. 3 W.; Ts. 9, 10, 11, 12, and 13 S., R. 4 W.; Ts. 10, 11, 12, 14, 15 and 16 S., R. 5 W.; Ts. 11, 12, 13, 15, 16, and 19 S., R. 6 W.; Ts. 11, 15, 16, 18, and 19 S., R. 7 W.; Ts. 10, 11, 15, 17, and 20 S., R. 8 W., New Mexico Principal Meridian, New Mexico.

By decision of July 9, 1990, relinquishment of the ROW within the N $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 19 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 20, T. 19 S., R. 6 W., was accepted.

On February 4, 1993, ROW grant NMNM 57037 was amended, authorizing the addition of a 14.4 Kv 2-wire electric distribution line in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 21, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 22, T. 11 S., R. 6 W.

On September 9, 1996, the holder filed an application proposing to amend ROW grant NMNM 57037. The application was withdrawn by the holder on October 25, 1996.

By decision of April 9, 1997, an amendment to ROW grant NMNM 57037 was approved, authorizing construction of a single phase line extension in the S $\frac{1}{2}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10, T. 10 S., R. 4 W., for the purpose of providing service to Western PCS II.

By decision of May 2, 1997, an amendment to ROW grant NMNM 57037 was approved, authorizing construction of a 14.4/24.9 Kv primary single phase, vertical dead-end (double) power line within lot 2 and the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 3, T. 18 S., R. 7 W., for the purpose of providing service to a private residence and consists of a line 30 feet wide and 1,053 feet long, containing 0.48 acres, more or less.

By decision of May 8, 1998, an amendment to ROW grant NMNM 57037 was approved, authorizing construction of a 14.4/24.9 Kv primary single phase, vertical dead-end (double) power line within the E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 12, and NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 13, T. 18 S., R. 7 W., for the purpose of providing service to a private residence and consists of a line 20 feet wide and 5,493.2 feet long, containing 2.52 acres, more or less.

By decision of February 19, 1999, an amendment was approved authorizing construction of an overhead single-phase power line extension with the addition of 6 poles (4 anchor-guy poles) and 1 transformer within the NE $\frac{1}{4}$, Sec. 7, T. 12 S., R. 4 W., for the purpose of providing service to American Towers, Inc., and consists of a line 20 feet wide and 1,610 feet long, containing 0.74 acres, more or less.

80

By decision of April 28, 1999, an amendment was approved to authorize the construction of a primary single-phase power line extension within lot 5, Sec. 3, T. 13 S., R. 4 W., for the purpose of providing service to the Cozy Cove RV Park and consists of a line 30 feet wide and 1,700 feet long, containing 1.17 acres, more or less. The amendment also approved to authorize the construction of an electric power line within the NWSE, Sec. 10 T., 16 S., R. 7 W., for the purpose of providing service to the Sierra County/Hillsboro Waste Transfer Station and consists of a line 2- feet wide and 329.27 feet long, containing 0.15 acres, more ore less.

By decision of June 14, 2002, an amendment was approved authorizing the reconstruction of an existing power line in three segments, two lines are within the Monticello segments and the third line is within the Cuchillo segment within Secs. 19, 20, and 21, T. 11 S., R. 5 W., and Secs. 14, 22-24, 27, and 33, T. 11 S., R. 6 W..

By decision of August 25, 2004, partial relinquishment of the ROW within the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 10, and N $\frac{1}{2}$ N $\frac{1}{2}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 11, T. 16 S., R. 7 W., was accepted effective August 12, 2004.

By decision of August 25, an amendment was approved authorizing the installation of an extension (small 2-span line) 20 feet wide by 700 feet long to the existing electric distribution line ROW within the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 10 T. 16 S., R. 7 W..

On October 16, 2004, the holder filed an amendment application to recognize three additional power lines in the NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 18, T. 11 S., R. 3 W., (Mitchell, Biner Points), SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, and NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 7, T. 12 S., R. 3 W., (Three Sisters), and the N $\frac{1}{2}$, Sec. 24, T. 16 S., R. 5 W.; (Caballo State Park) New Mexico Principal Meridian, New Mexico.

The amendment has been examined and found to be satisfactory. A ROW, the details of which are shown above, is hereby granted to Sierra Electric Cooperative, Inc., under the Act of October 21, 1976, subject to the terms and conditions of the original ROW grant and to the following:

1. All valid rights existing on the date of the grant.
2. All applicable regulations in 43 CFR 2800.
3. Stipulations agreed to by holder in original ROW grant.
4. Stipulations agreed to by holder on May 4, 1998.
5. Stipulations agreed to by holder on February 8, 1999
6. Stipulations agreed to by holder on April 13, 1999
7. Stipulations agreed to by holder on June 7, 2002.
8. Special Stipulations agreed to by holder on September 13, 2004.

CERTIFICATION
I certify that the foregoing instrument MAN 1051031 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office. *Copy provided by BLM, that is*
Date: 7-15-2008
Patrick A. Luyendal
Commissioner of Public Lands



The term of this ROW shall coincide with the term of the original grant, which expires on May 28, 2015.

The issuance of this ROW constitutes a final decision by the Bureau of Land Management in this matter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4, and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate office of the solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions or need more information, please contact Vickie Aguilar at (505) 525-4302 of our office.

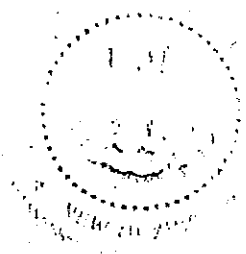
Tim L. Sanders

Tim L. Sanders
Supervisor Multi-Resource Specialist
Division of Multi-Resources

1 Enclosure

03000:VAguilar:x4302:10/20/04:NM57037.AMEND.3

FILE COPY



CERTIFICATION
I certify that the foregoing instrument 111 NM 021031 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 7-15-2008
Copy provided by BLM, tent 15
Patrick A. Brown
Commissioner of Public Lands

BUREAU OF LAND MANAGEMENT

CASE RECORDATION

(LIVE) Serial Register Page

Book 111

Page 2319

10F4

Run Date/Time: 09/14/07 04:36 PM

Page 1 of 2

01 12-05-1924;043STAT0672.

Case Type 285004: ROW-POWER TRANS-IRR PROJ

Commodity 970: OTHER ENERGY FACILITIES

Case Disposition: AUTHORIZED

Total Acres
237.993

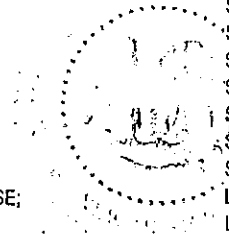
Serial Number
NMLC-- 0 067918

Serial Number: NMLC-- 0 067918

Name & Address	Int Rel	%Interest
TRI-STATE G&T ASSOC PO BOX 33695 DENVER CO 802330695	HOLDER	100.000000000

Mer Twp Rng	Sec	SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
Serial Number: NMLC-- 0 067918						
23 0040S 0010E 030	LOTS	10,11;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0040S 0010E 031	ALIQ	E2SW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0040S 0010E 031	LOTS	1,2;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0050S 0010E 006	LOTS	4,5,6,7;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0050S 0010E 007	LOTS	1,2;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0030S 0010W 027	LOTS	9,10,13;	SOCORRO FO	SOCORRO	GILA NF	
23 0030S 0010W 034	ALIQ	NENE;	SOCORRO FO	SOCORRO	GILA NF	
23 0030S 0010W 035	ALIQ	W2W2,SESW;	SOCORRO FO	SOCORRO	GILA NF	
23 0040S 0010W 011	ALIQ	N2NE,SENE,E2SE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0040S 0010W 012	ALIQ	SWSW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0040S 0010W 013	ALIQ	W2NW,NENW,N2SE,SESE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0040S 0010W 024	ALIQ	W2NE,NENW,N2SE,SESE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0040S 0010W 025	ALIQ	E2NE,NESE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0050S 0010W 012	ALIQ	SENE,E2SE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0050S 0010W 013	ALIQ	E2NE,E2SE;	SOCORRO FO	SOCORRO	BOSQUE DEL APACHE NW	
23 0050S 0010W 013	LOTS	2;	SOCORRO FO	SOCORRO	BOSQUE DEL APACHE NW	
23 0070S 0020W 030	ALIQ	SESW,W2SE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0070S 0020W 030	LOTS	4;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0070S 0030W 036	ALIQ	N2SE,SWSE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0070S 0030W 036	LOTS	15,20;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 001	ALIQ	S1WNW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 001	LOTS	3,4;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 010	ALIQ	SESW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 010	LOTS	10,12,13,14;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 011	LOTS	2;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 015	LOTS	9,10;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 020	ALIQ	SENE,N2SE,SWSE,SESW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 021	ALIQ	N2NW,S1WNW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 029	ALIQ	NENW,S1WNW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 030	ALIQ	E2SE,SWSE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0080S 0030W 031	ALIQ	W2NE,SESW,NWSE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0030W 006	LOTS	10,13,18,21;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0030W 007	LOTS	3,4,6,7;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0030W 018	LOTS	1;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0040W 013	ALIQ	SWSE;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0040W 024	ALIQ	W2E2;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0040W 025	ALIQ	NWNE,E2SW;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0090S 0040W 025	LOTS	4;	SOCORRO FO	SOCORRO	BUREAU OF LAND MGMT	
23 0100S 0040W 011	ALIQ	E2NE,N2SE,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0100S 0040W 014	ALIQ	W2E2,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0100S 0040W 023	ALIQ	E2NW,E2SW,SWSW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0100S 0040W 026	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0100S 0040W 027	ALIQ	SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0100S 0040W 034	ALIQ	E2E2,SWSE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0110S 0040W 003	ALIQ	SWNE,W2SE,SESW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0110S 0040W 003	LOTS	2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0110S 0040W 010	ALIQ	E2NW,NESW,W2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0110S 0040W 015	ALIQ	W2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	
23 0110S 0040W 021	ALIQ	E2E2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT	

I certify that the foregoing instrument is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 7-15-2008
 Commissioner of Public Lands



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BUREAU OF LAND MANAGEMENT

2 OF 4

CASE RECORDATION Book 111

(LIVE) Serial Register Page Page 2320

Page 2 of 2

Run Date/Time: 09/14/07 04:36 PM

23 0110S 0040W 022	ALIQ	NWNW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 028	ALIQ	NENW,SEW,NESW,SESW,;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0110S 0040W 033	ALIQ	W2NE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 004	ALIQ	SENW,E2SW;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 004	LOTS	3;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 021	ALIQ	E2W2;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 028	ALIQ	N2NE,SWNE,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0120S 0040W 033	ALIQ	W2NE,N2SE,SESE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 003	ALIQ	SENW,NESW,W2SE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 010	ALIQ	NWNWNE;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
23 0130S 0040W 010	LOTS	2,5,6,7,8;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMLC 0067918

Relinquished/Withdrawn Lands

23 0100S 0040W 701	FF	L4,SWNW,NWSW,TRFD;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
--------------------	----	--------------------	------------	--------	---------------------

Serial Number: NMLC-- 0 067918

Act Date	Code	Action	Action Remarks	Pending Office
03/29/1948	124	APLN RECD		
09/22/1950	307	ROW GRANTED-ISSUED		
09/22/1950	503	LENGTH IN MILES	39.273;	
09/22/1950	504	WIDTH IN FEET (TOTAL)	50;	
09/22/1950	506	POWERLINE VOLTAGE (KV)	115;	
03/28/1963	153	POST AUTH APLN RECD		
04/04/1963	304	AUTH AMENDED/MODIFIED		
04/06/1967	153	POST AUTH APLN RECD		
06/07/1967	304	AUTH AMENDED/MODIFIED		
09/12/1974	140	ASGN FILED		
01/24/1979	139	ASGN APPROVED	FROM BR;	
06/14/1984	153	POST AUTH APLN RECD		
07/25/1984	005	NEPA ANALYSIS APPROVED	NM-038-84-45;	
09/11/1984	304	AUTH AMENDED/MODIFIED		
11/03/1989	041	COMPL EXAM/RPT COMPLETED		
02/08/1990	950	COMPLIANCE APPROVED		
09/25/1992	466	ADM-JURIS TRF OUT	TO BERYL KLEITZ;/A/	
01/21/1994	600	RECORDS NOTED		
09/21/2000	817	MERGER RECOGNIZED	FROM PLAINS ELEC;	
08/15/2003	913	CONFORMED TO SRVY/RESRVY	REFER TO FILE;	
08/05/2004	974	AUTOMATED RECORD VERIF	VA;	
12/21/2004	041	COMPL EXAM/RPT COMPLETED	SATISFACTORY	
12/22/2014	853	COMPL/REVIEW DUE DATE		
01/01/9999	763	EXPIRES		

CERTIFICATION
 I certify that the foregoing instrument (NMLC 0067918) containing 4 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date 4-15-2008
 Copy Approved by Sec. 15
 Patrick M. Lynch
 Commissioner of Public Lands



Serial Number: NMLC-- 0 067918

Line Nr	Remarks
0002	ELEPHANT BUTTE TO SOCORRO LINE;
0003	/A/ PATENT #30-92-0045;

NO WARRANTY IS MADE BY BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM

84

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land & Survey Office
Santa Fe, New Mexico

3 OF 4

Book 111
Page 2321

September 22, 1950

DECISION

Applicant: Bureau of Reclamation
Amarillo, Texas

Serial: LC 067918

Map filed: 3-29-1948

Right-of-way:

Prepermit allowed: --

Type: Electric Trans. Line

Expiration date: without date

Act: 12-5-1924(43 Stat. 672.704)

Length on public land:

Regulations:

Annual rental: none

Name of line: Elephant Butte to
Socorro, N. M.

RIGHT-OF-WAY APPROVED

The above-described application and map for a right-of-way have been examined and found to conform to the appropriate regulations. All interested Government agencies have recommended favorable action thereon.

Pursuant to the above-mentioned act and regulations thereunder, the right-of-way over public lands as shown on the map is approved, subject to

- (1) All valid existing rights;
- (2) The reservations for rights-of-way for canals and ditches constructed under the authority of the United States;
- (3) The reservation to the United States of all fissionable-source materials in accordance with the act of August 1, 1946 (60 Stat. 755, 42 U.S.C. sec. 1801);
- (4) The stipulation that the grantee shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and shall require an identical provision to be included in all subcontracts.

2007 SEP 24 09 08 AM '50
STATE LAND OFFICE
SANTA FE, N.M.

cc: applicant
-GS
accounts

J. C. Conrath
Manager



CERTIFICATION
I certify that the foregoing instrument, containing 4 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-15-2008
Patrick H. Ayers, Commissioner of Public Lands

NOTICE OF RESERVATION OF RIGHT OF WAY ACROSS PUBLIC LANDS
115,000 volt electric Transmission line from Elephant Butte,
New Mexico to Socorro, New Mexico, Rio Grande Project.

Book 111
Page 2329

Notice is hereby given, pursuant to the provisions of Sub-Section P, Section 4, of the act of Congress approved December 5, 1924 (43 Stat. 672-704) that there is required in connection with the Rio Grande Federal Reclamation Project, constructed under the Act of Congress of June 17, 1902 (32 Stat. 388) and acts amendatory thereof and supplementary thereto, a right of way and easement extending twenty five (25) feet on either side of the center line shown on Map of File No. 4725-N (6 sheets) of the 115 KV transmission line from Elephant Butte, New Mexico to Socorro, New Mexico, attached hereto and made a part hereof, over certain public land hereafter described and that there shall be and hereby is reserved to the United States of America such right of way and easement for the construction, operation and maintenance of electric power transmission lines and appurtenant structures and a right of way and easement for use in connection therewith for the construction, use and maintenance of ~~a roadway and appurtenant structures in, over, upon and across those certain tracts, or parcels of lands lying and situate in the county of Sierra, State of New Mexico, and more particularly described as follows:~~

separate row outside the 50'

ELEPHANT BUTTE, N.M. TO SOCORRO, N. M. LINE

T. 13 S, R 4 W, N.M.P.M.
Sec. 3 - SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 10 - Lots 1 and 2; NW $\frac{1}{4}$ NE $\frac{1}{4}$.

T. 12 S, R 4 W, N.M.P.M.
Sec. 4 - SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; and Lot 3.
Sec. 21 - SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 28 - SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 33 - SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$.

Sec 9, E $\frac{1}{2}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$

T. 11 S, R 4 W, N.M.P.M.
Sec. 3 - SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; and Lot 2.
Sec. 10 - SW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 15 - SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 21 - SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$.
Sec. 22 - NW $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 28 - SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$.
Sec. 33 - SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$.

T. 10 S, R 4 W, N.M.P.M.
Sec. 1 - NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; and Lot 4.
Sec. 11 - SW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$.
Sec. 14 - SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$.
Sec. 23 - SW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 26 - SW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$; NW $\frac{1}{4}$ NW $\frac{1}{4}$.
Sec. 27 - SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Sec. 34 - SW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ NE $\frac{1}{4}$.



and those certain tracts or parcels of lands lying and situate in the County of Socorro, State of New Mexico; and more particularly described as follows:

T. 9 S, R 4 W, N.M.P.M.
Sec. 24 - SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$.

CERTIFICATION
I certify that the foregoing instrument NMUM 0067918 containing 4 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
Patricia H. Lyons
Commissioner of Public Lands

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CASE RECORDATION Book 111
(LIVE) Serial Register Page 2323 Page 4 of 22

Run Date/Time: 09/17/07 08:13 AM

01 10-21-1976;090STAT2776;43USC1761

Case Type 287001: ROW-WATER FACILITY

Commodity 971: NON-ENERGY FACILITIES

Case Disposition: AUTHORIZED

Total Acres

0.266

Serial Number

NMNM-- - 018561

Serial Number: NMNM-- - 018561

Name & Address

Int Rel

%Interest

TORC CITY OF

505 SIMS ST

TORC NM 879012726

HOLDER

100.00000000

Serial Number: NMNM-- - 018561

Mer Twp Rng

Sec

SType SNr Suff

Subdivision

District/Resource Area

County

Mgmt Agency

23 0120S 0040W 020

ALIQ

N2SW,

LAS CRUCES

SIERRA

BUREAU OF LAND MGMT

Serial Number: NMNM-- - 018561

Act Date

Code

Action

Action Remarks

Pending Office

04/18/1973

124

APLN RECD

11/21/1973

005

NEPA ANALYSIS APPROVED

30-030-74;

02/22/1978

288

PROOF CONST/USE FILED

02/28/1978

114

AMEND/CORR APLN RECD

03/23/1978

307

ROW GRANTED-ISSUED

03/23/1978

502

LENGTH IN FEET

1161.6;

03/23/1978

504

WIDTH IN FEET (TOTAL)

10;

03/27/1978

600

RECORDS NOTED

06/05/1978

287

PROOF CONST/USE ACPT

09/20/1989

974

AUTOMATED RECORD VERIF

MLO/MLO;

03/23/1998

853

COMPL/REVIEW DUE DATE

03/23/2008

763

EXPIRES

Line Nr

Remarks

Serial Number: NMNM-- - 018561

2007 SEP 24 AM 8 28
STATE LAND OFFICE
SANTA FE, N.M.



CERTIFICATION
I certify that the foregoing instrument NMNM 018561 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
COPY PROVIDED BY BLM, THIS IS

Patrick H. Lyons
Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM



United States Department of the Interior

2017
IN REPLY REFER

NM 18561
2800 (943a)

BUREAU OF LAND MANAGEMENT
STATE OFFICE
P. O. Box 1449
Santa Fe, New Mexico 87501

Book 111
Page 2324

W. K. Koenig
3/23/78

March 23, 1978

DECISION

RIGHT-OF-WAY GRANTED

Details of Grant

Serial number of grant: New Mexico 18561
Name of grantee: City of Truth or Consequences
City Hall
605 Sims Street
Truth or Consequences, NM 87901

Date application filed: April 18, 1973

Map designation: None

Width of right-of-way: 10 feet wide

Permitted use by grantee: Water pipeline

Authority for grant: Public Law 94-579 (October 21, 1976),
Title V, 90 Stat. 2743

Regulations applicable to grant: 43 CFR 2800

Date of grant: March 23, 1978

Expiration date of grant: March 23, 2008

Rental: None

NOTICE
<i>[Signature]</i>
DATE 3/27/78
BY <i>AR</i>
USE
COAL
POT
GEO

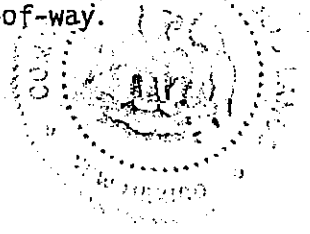
CERTIFICATION
I certify that the foregoing instrument NM 18561 containing 9 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. *copy provided by BLM, THAT IS*
Date 4-15-2008
Patrick A. Lyons
Commissioner of Public Lands

Book 111
Page 2325

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All applicable regulations in 43 CFR Part 2800 and future regulations to be promulgated pursuant to Public Law 94-579, Title V, 90 Stat. 2743 of October 21, 1976.
3. The right-of-way grantee will notify the District Manager prior to the date that construction is to begin and the date that construction has been completed. Within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, proof of construction, on forms approved by the Director, shall be submitted to the authorized officer. Unless otherwise provided by law, a period of up to five years from the date a right-of-way is granted is allowed for completion of construction.
4. The terms and conditions of this right-of-way, along with the stipulations will be posted in all field offices in conjunction with this right-of-way prior to the beginning of construction. Also, the terms and conditions as stated in 43 CFR 2801.1-5, as amended, will be posted with the above information. Copies of the above information will be made available to all field inspectors for the purpose of informing the contractors.
5. The serial number will be stamped on all the signs used by the grantee to identify their right-of-way. All rights-of-way will be identified at the point of origin and completion.
6. That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.
7. Permittee shall survey and clearly flag the exterior limits of the right-of-way. All activities directly or indirectly associated with construction or maintenance must be conducted within the limits of the right-of-way.



CERTIFICATION ⁸⁵⁶¹
 I certify that the foregoing instrument NMM 018561 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
 Date: 4-15-2008 *copy provided by BLM, TWP 15*
Patrick H. Zuercher
 Commissioner of Public Lands

Book 111
Page 2326

3

8. No payment or other consideration will be made to other users, licensees, permittees or lessees for any damage to or loss of natural vegetation, wildlife, mineral material, or for soil disturbance occurring on public lands, which result from operation, development or construction activities carried out under the authority of this right-of-way.

9. If, in its operations, the right-of-way grantee discovers any historic or prehistoric ruin, monument or site, or any object of antiquity subject to the Antiquities Act of June 8, 1906 (34 Stat. 225, 16 U.S.C. Secs. 431-433), and 43 CFR Part 3, then work will be suspended and the discovery promptly reported to the District Manager. The Bureau will then take such actions as required by the District Manager, the right-of-way grantee will obtain, at his expense, a qualified archaeologist to examine and if necessary, excavate or gather such ruins or objects.

10. The right-of-way herein granted shall be subject to the express covenant that if other administrative costs and/or rentals are due, as indicated by an appraisal, they shall be paid upon request.

11. There is hereby reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under or adjacent to the land involved in this grant.

12. This right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

The right-of-way for which this grant is issued involves the following described land:

T. 12 S., R. 4 W., N. Mex. Prin. Mer., New Mexico
Sec. 20, N $\frac{1}{2}$ SW $\frac{1}{4}$.

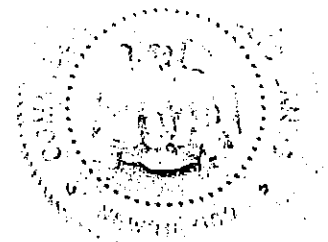
Containing a total length of 0.220 of a mile.

/s/ Stella V. Gonzales
Chief, Lands Section

Enclosures (4)
Equal Opportunity Clause
DO Stipulations
Civil Rights Stipulations
Assurance of Compliance

cc:
District Manager, Las Cruces

943a:MLKoren:caoi3/23/78: X326



CERTIFICATION 18561
I certify that the foregoing instrument NANM 018561 containing 9 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. copy received by BLM, that is
Date 4-15-2008
Patrick H. Lyons
Commissioner of Public Lands

Form 1140-2
(September 1969)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of

September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



CERTIFICATION
I certify that the foregoing instrument NINM 018561 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
Patrick H. Burrell
Commissioner of Public Lands

STIPULATIONS CHECKED BELOW ARE MADE
A PART OF THIS PERMIT

Book 111
Page 2328

- 1. No roads will be built in conjunction with this permit in areas where terrain will allow vehicles to maneuver without the aid of such roads.
- 2. No roads will be built or bladed for construction or maintenance of the permit facilities.
- 3. All construction and vehicular traffic is to be confined to the permit area unless otherwise authorized by specific written permission.
- 4. Clearing, grading, and other soil and vegetative disturbance will be held to the minimum necessary for construction. The District Manager or his authorized representative may require construction of water bars or "kicker dikes" on all of the permit areas or segments thereof. When so required, the water bars or dikes shall be constructed across the full width of the disturbed area and shall be constructed in accordance with Bureau of Land Management specifications. The permittee shall inform the District Manager or his authorized representative when construction of water bars or dikes will commence.
- 5. The period of time that trenches and other excavations are left open shall be kept to a minimum compatible with construction requirements.
- 6. Materials removed during construction must be backfilled or disposed of in such a manner as to: (1) prevent concentration of water runoff which would accelerate erosion, (2) prevent rolls or piles of rubble or large rock which hinder movement of livestock or big game animals across the permit area or detract from the scenic attributes of the area.
- 7. Each existing fence to be crossed by the permit will be braced and tied off before cutting so as to prevent slacking of the wire. The opening will be protected as necessary during construction to prevent the escape of livestock and upon completion of construction, the fence will be repaired to BLM specifications. A 12' gate will be installed in any fence when necessary for maintenance of the facilities.
- 8. When construction in connection with the permit breaks or destroys a natural barrier used for livestock control, the gaps opened shall be fenced to prevent drift of livestock. Said fences shall be constructed according to BLM specifications.

RECEIVED
 BUREAU OF LAND MANAGEMENT
 OFFICE OF THE DISTRICT MANAGER
 DENVER, CO
 APR 21 2008



CERTIFICATION
 I certify that the foregoing instrument NMNM 018561 containing 9 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office. copy provided by BLM, TMT
 Date 4-15-2008
Patrick H. Lyons
 Commissioner of Public Lands

Book 111
Page 2329

9. When u. ground facilities cross deep, il and flat areas they will be covered to a minimum depth of three feet and the backfill shall not extend above the original ground surface after the fill has settled. This will avoid conflicts with existing structures or potential land treatment projects such as deep ripping or water spreading. In all cases, underground facilities will be buried to a depth of not less than 12 inches to the top of pipes, cables, etc. Pad dirt, or cushioning material used in the construction of underground facilities, will be taken from the limits of the permit area only, unless otherwise authorized by the District Manager.

10. If grass or other vegetation is removed by construction, the permit area will be seeded or planted in accordance with BLM specifications unless relieved of this stipulation by the District Manager. Such seeding will be done within 9 months after the completion of construction. The District Manager will be advised when the work is to be done and when it has been completed. If in the opinion of the District Manager, the first seeding proves unsuccessful, he may require the permittee to make no more than one subsequent seeding.

11. BLM specifications for seeding, "kicker dikes", fences, cattle-guards, and gates may be obtained from the District Manager.

12. Raptor protection will be afforded by powerline construction in conformance with REA Bulletin 61-10. The Bureau of Land Management reserves the right to require modifications or additions to structures placed on the permit area if found to be necessary to insure the safety of wildlife, including raptors. Such modifications will be made without liability or expense to the United States.

13. Raptor electrocution is not considered to be a problem due to the greater clearance afforded by this subject transmission line, however, the Bureau of Land Management reserves the right to require modifications or additions to structures placed on the permit area if found to be necessary to insure the safety of wildlife, including raptors. Such modifications will be made without liability or expense to the United States.

14. If, in his operations, the permittee discovers any historic or prehistoric ruin, monument or site, or any object of antiquity subject to the Antiquities Act of June 8, 1906 (34 Stat. 225, 16 U.S.C. Secs. 431-433), and 43 CFR Part 3, then work will be suspended and the discovery promptly reported to the District Manager. The Bureau will then take such actions as required under the Act and regulations thereunder. When directed by the District Manager, the permittee will obtain, at his expense, a qualified archaeologist to examine and if necessary, excavate or gather such ruins or objects.

15. Special Stipulations:



[Handwritten Signature]
Permittee's Signature

CERTIFICATION
I certify that the foregoing instrument NMNM 018561 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-15-2008
[Signature]
Commissioner of Public Lands

CERTIFICATION 18561
I certify that the foregoing instrument NMNM 018561 containing 9 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office. *copy prepared by BLM, Mar 15*
Date: 4-15-2008
Patrick H. Lyons
Commissioner of Public Lands

NM 18561
2800 (943a)

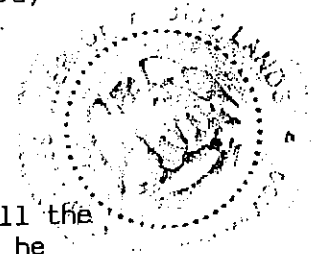
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BUR OF LAND MGMT

MAR 8 9 22 AM '78

STATE OFFICE
SANTA FE, N. MEX.

TITLE VI - CIVIL RIGHTS ACT OF 1964

Stipulation



1. The grantee covenants and agrees that he will comply with all the provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the right-of-way easement is issued for the purposes designated on the application and map filed, engage in any of the discriminatory actions prohibited by § 17.3 of Part 17, Title 43, Code of Federal Regulations, to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal Financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the right-of-way granted herein any transferee, for the period of this grant.

2. The grantee further agrees that he will not transfer the right-of-way conveyed by this instrument unless and until the transferee gives written assurance to the authorized officer, Bureau of Land Management, that he will comply with the provisions of paragraph one hereof.

3. The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part in the event of a breach of the nondiscrimination provisions contained in paragraph one hereof during the term of the right-of-way.

4. The grantee agrees that the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.

5. The grantee agrees that in the event of violation or failure to comply with the requirements imposed by paragraph one, the United States may seek judicial enforcement of such requirements.

6. The assurance and covenant required by Sec. 1 - 5 above shall not apply to ultimate beneficiaries under the program for which this grant is made "Ultimate Beneficiaries" are identified in 43 CFR 17.12(h) (1965 edition).

[Handwritten Signature]

3/7/78
Date

RECEIVED
BUR OF LAND MGMT

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(TITLE VI, CIVIL RIGHTS ACT OF 1964)

NM 18561

FEB 22 12 50 PM '78

Book 111
Page 2331

STATE OFFICE
City of Truth or Consequences, N.M. (hereinafter called "Applicant-Recipient")
(Name of Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from United States and

Bureau or Office

Hereby Gives Assurance That It will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by United States, This assurance obligates the

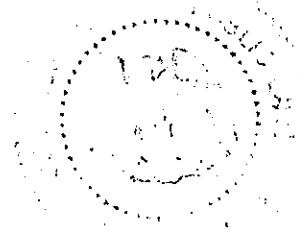
Bureau or Office

Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by United States

Bureau or Office

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Feb 22 1978
DATED



City of Truth or Consequences, N.M.
APPLICANT-RECIPIENT

CERTIFICATION
I certify that the foregoing instrument NM 018561 containing 9 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
Patrick J. Lyons Commissioner of Public Lands
COPY PROVIDED BY BLM, THAT IS

By J.P. Lawrence, MAYOR
(President, Chairman of Board or Comparable authorized Official)

605 SIMS ST., TRUTH OR CONSEQUENCES, N.M.
APPLICANT-RECIPIENT'S MAILING ADDRESS

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CASE RECORDATION
(LIVE) Serial Register Page

1066

Book 111
Page 2332

Run Date/Time: 09/17/07 08:06 AM

Page 1 of 1

01 10-21-1976;090STAT2776;43USC1761
Case Type 281001: ROW-ROADS
Commodity 971: NON-ENERGY FACILITIES
Case Disposition: AUTHORIZED

Total Acres 2.120
Serial Number NMNM-- - 064773

Serial Number: NMNM-- - 064773

Name & Address	Int Rel	%Interest
SIERRA COUNTY OF 100 NDATE ST T OR C NM-87901	HOLDER	100.000000000

Serial Number: NMNM-- - 064773

Mer Twp Rng Sec SType SNr Suff	Subdivision	District/Resource Area	County	Mgmt Agency
23 0120S 0040W 019 LOTS 12;		LAS CRUCES	SIERRA	BUREAU OF LAND MGMT

Serial Number: NMNM 064773

Relinquished/Withdrawn Lands

23 0120S 0040W 719 FF 7,TRFO;	LAS CRUCES	SIERRA	BUREAU OF LAND MGMT
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Serial Number: NMNM-- - 064773

Act Date	Code	Action	Action Remarks	Pending Office
03/06/1986	124	APLN RECD		
01/08/1987	005	NEPA ANALYSIS APPROVED	NM-037-87-008;	
01/22/1987	241	AUTH OFFERED APPLICANT		
02/05/1987	307	ROW GRANTED-ISSUED		
02/05/1987	502	LENGTH IN FEET	1850.0;	
02/05/1987	504	WIDTH IN FEET (TOTAL)	50;	
06/21/1989	974	AUTOMATED RECORD VERIF	ES/GL;	
02/05/2007	853	COMPL/REVIEW DUE DATE		
02/05/2012	763	EXPIRES		

Line Nr Remarks

Serial Number: NMNM-- - 064773

0002 L-7, SEC. 19, T. 12 S., R. 4 W., PAT #30-87-0059;

2007 SEP 24 AM 8 28
STATE LAND OFFICE
SANTA FE, N.M.



CERTIFICATION 4773
I certify that the foregoing instrument NMNM 064773 containing 6 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-15-2008
Copy provided by BLM. This is
PATRICK R. BRYANT / BRB
Commissioner of Public Lands

NO WARRANTY IS MADE BY BLM
FOR USE OF THE DATA FOR
PURPOSES NOT INTENDED BY BLM

Book 111
Page 2333

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Las Cruces District
Serial Number
NM 64773

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

1. A (right-of-way) (~~perm~~) is hereby granted pursuant to:

- a. Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder County of Sierra receives a right to construct, operate, maintain, and terminate a road on public lands (or Federal land for MLA Rights-of-Way) described as follows:

T. 12 S., R. 4 W., NMPM
→ Patented 30-87-005 9
Sec. 19, Lot 7 and SW $\frac{1}{4}$ NW $\frac{1}{4}$. → Lot 12.

As shown on attached Map No. 1 (Exhibit A).



CERTIFICATION 64773
I certify that the foregoing instrument (NMNM 064773) containing 6 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-15-2008
Copy provided by BLM. This is
Patrick H. Burns
Commissioner of Public Lands

b. The right-of-way or permit area granted herein is 50 feet wide, 1,850 feet long and contains 2.12 acres, more or less. If a site type facility, the facility contains N/A acres.

c. This instrument shall terminate on February 5, 2012, 25 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

CERTIFICATION
I certify that the foregoing instrument NM 64773 containing 6 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office.
Date: 4-16-2008 Patricia L. Tupper / PLT Book
Commissioner of Public Lands

3 OF 6

111

Page 2334

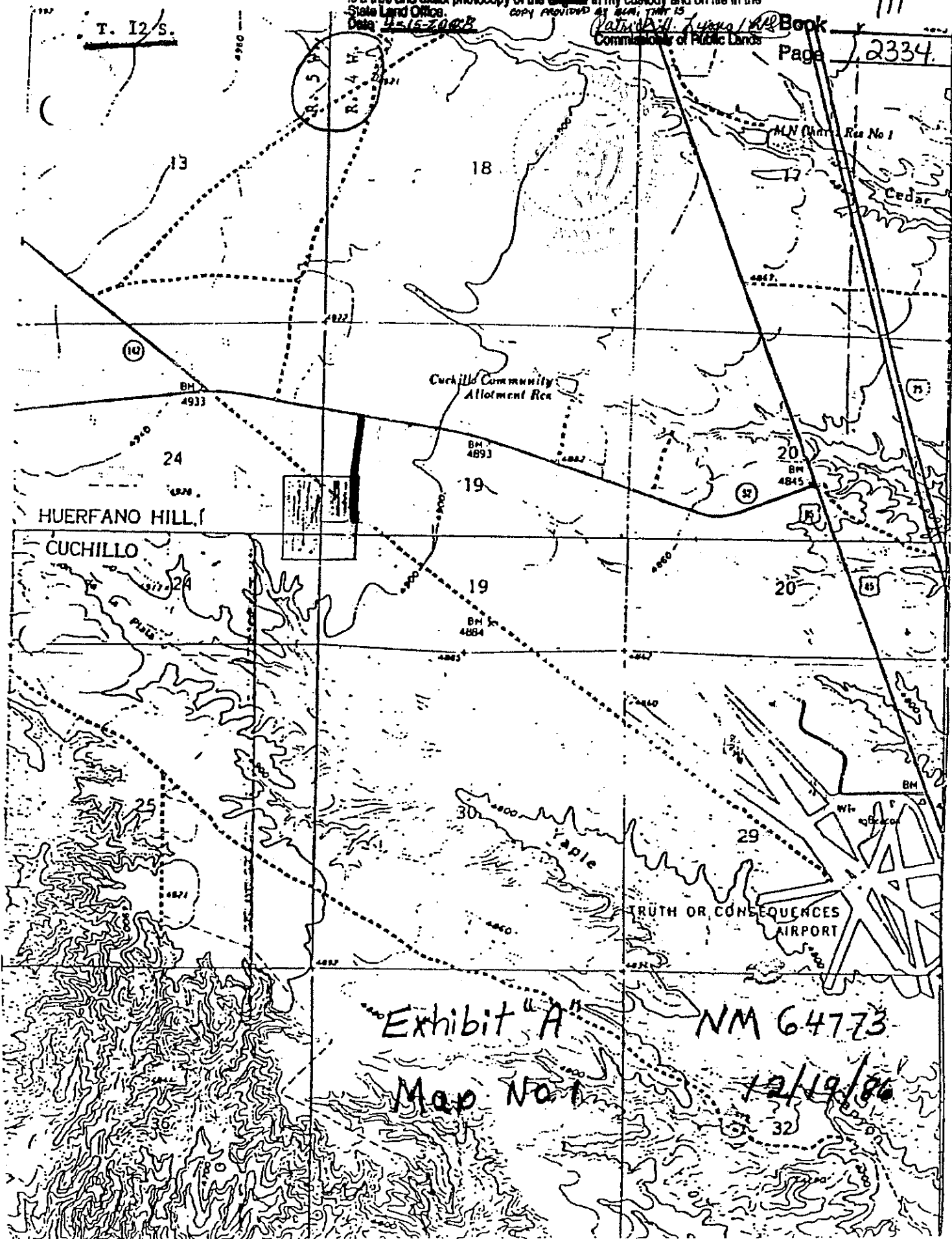


Exhibit "A" NM 64773

Map No. 1 12/19/06

Book 111
Page 2335

Exhibit "B"

December 19, 1986

NM 64773

STIPULATIONS

1. When the permit to enter is issued to Sierra County from NMSHD a copy of the detailed construction plan along with the signed permit will be mailed to the BLM and become a part of right-of-way grant No. NM 64773. Strict compliance to the required stipulations to include:

Assurance of no livestock entering highway.

Driveway must enter the highway at a 90 degree angle or as near as possible.

Drainage as needed.

Grade of driveway entrance to highway must match highway grade as nearly as possible for one car length, 20 feet.

Driveway width requested and intersection curve radii.

Length of property frontage.

Distance from edge of traveled roadway to property line.

Location of requested driveway must be tied in to the nearest milepost marker.

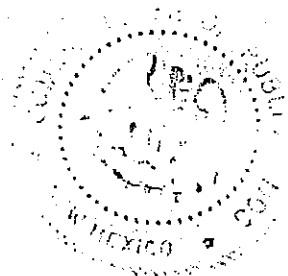
- 2. Grantee will construct the road right-of-way fence and the 9.73 acre parcel with a Type A-4 strand barbed wire fence. The fencing will be completed before the landfill is open to public use. Grantee will notify an authorized officer of BLM when construction of the fencing is completed for compliance with the agreement with Mrs. Sultimer to withdraw her protest.
- 3. In the event the grantee discovers sites containing evidence of antiquities or paleontological remains within the area, he shall immediately cease operations and notify the Area Manager.
- 4. The grantee shall regularly maintain the road in a safe, usable condition. A regular maintenance program shall include, but not be limited to, blading, ditching, and surfacing as needed.
- 5. All maintenance work shall be accomplished within the boundaries of this right-of way.
- 6. Disturbance of vegetation and soil shall be kept to a minimum.
- 7. The grantee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant.



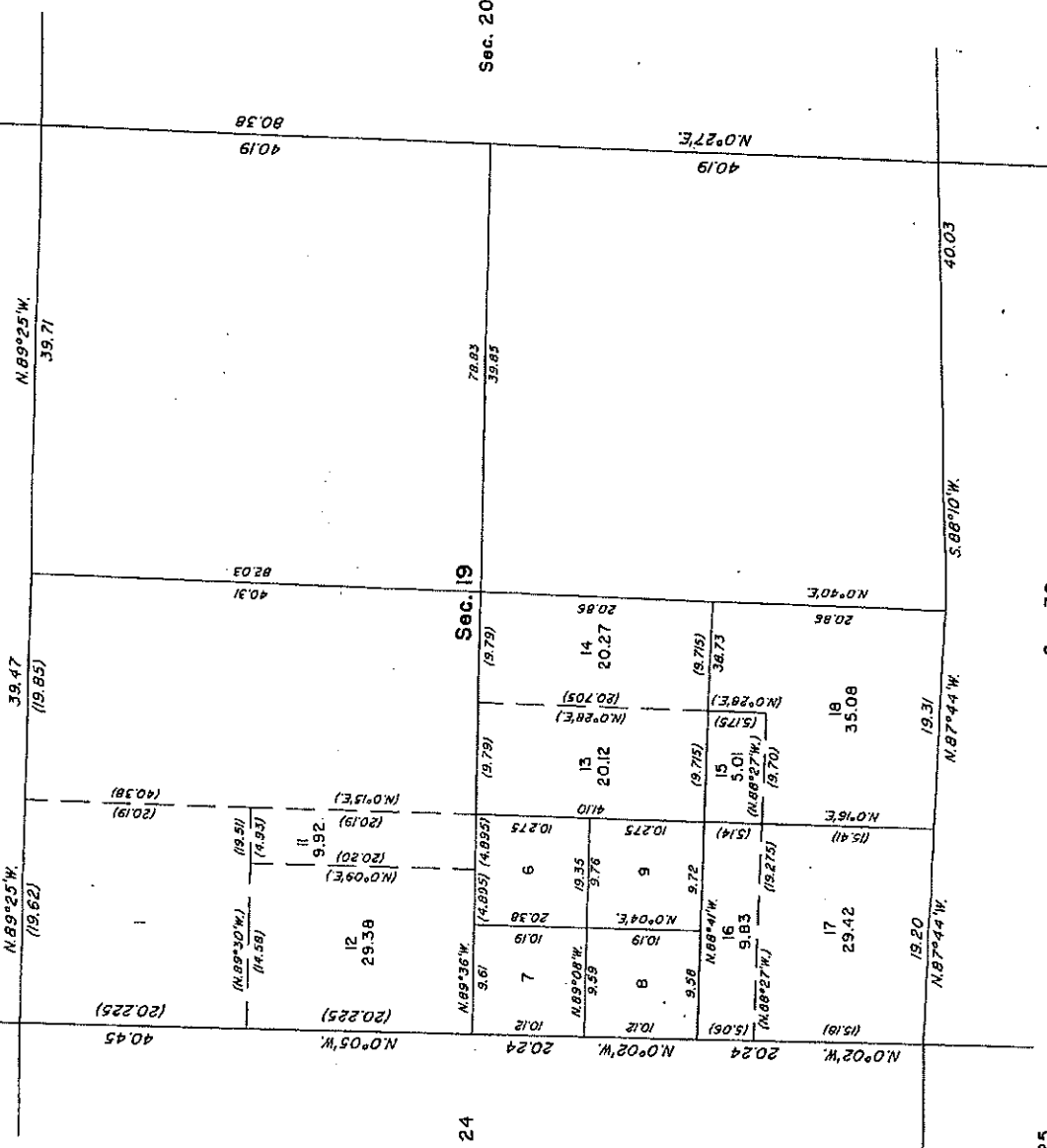
CERTIFICATION
 I certify that the foregoing instrument NMNM 064773 containing 6 pages
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office. copy prepared by BLM, 11/15/86
 Date 11-15-2008
Patrick H. Lyons
 Commissioner of Public Lands

Book 111
Page 2336

- 8. Good housekeeping (site free of rubble, materials, debris, etc.) will be expected.
- 9. The road will be constructed to county specifications, bladed, raised and crowned.



CERTIFICATION ⁰⁶⁴⁷⁷³
 I certify that the foregoing instrument NMAH containing 6 page(s)
 is a true and exact photocopy of the ~~original~~ in my custody and on file in the
 State Land Office. copy provided by G.M. T.H. S.
 Date: 4-15-2008
Patrick H. Sumrell
 Commissioner of Public Lands



STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
instrument was filed for record on the
11th day of July, A.D. 2028
at 8:40 o'clock P.M. and duly
recorded in book 111 page 2337

Donald G. Anderson
Notary Clerk, Sierra County, N.M.
Notary Public, Sierra County, N.M.



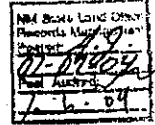
CERTIFICATION No. 113
I have examined the foregoing instrument and certify that it is a true and correct copy of the original as the same appears on file in the public office of the Notary Public for the County of Sierra, State of New Mexico, and that the same was duly recorded on the 11th day of July, 2028.

John P. ...
Commissioner of Public Lands



Book 111
Page 233B

NEW MEXICO RECEIVED
STATE LAND OFFICE
COMMERCIAL RESOURCES DIVISION
PO Box 1148, Santa Fe, NM 87504-1148



STATE LAND OFFICE
SANTA FE, N.M.
COMMERCIAL LEASE

LEASE NO. BL-1615

THIS LEASE is entered into by and between the **Commissioner of Public Lands** ("Lessor") and the **City of Truth or Consequences, 505 Sims Street, Truth or Consequences, New Mexico 87901**, ("Lessee") and made effective this **25th day of November, 2003**.

1. DEFINITIONS.

A. Approval refers to written approval and includes only that which has been expressly approved and not anything further which might be implied.

B. Assignment occurs when a Lessee's right, title, and interest in a Commercial Lease is directly or indirectly transferred to another by any means, including, but not limited to:

- (1) an express conveyance or other disposition of the Lessee's interest; or,
- (2) the transfer of the Lessee's interest by operation of law, including, but not limited to, a merger, consolidation, or the like; or,
- (3) the transfer of the Lessee's interest, including, but not limited to, transfer of a stock or partnership interest; or,
- (4) the mortgage or encumbrance of the Lease other than by collateral assignment as permitted under applicable State Land Office Rules.

C. Base Rent is the initial annual rental figure given for any rental amount due.

D. Collateral Assignment occurs when a commercial Lessee makes a conditional assignment to a creditor of the Lessee's personal property interest in the Lease and in such improvements as are approved by the Lessor, which assignment is intended to serve as collateral for the Lessee's debt.

E. Effective Date is the date upon which this Lease becomes binding and effective, and is the date shown in the opening paragraph above, regardless of the dates of signatures, which reflects the agreement of the parties that the term of this lease commences on that particular date.

F. Hazardous Material includes, but is not limited to, oil, petroleum products, explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous, toxic, or contaminated materials, substances, or wastes, including without limitation any substance, waste, or material which is defined or listed as "hazardous substance", "hazardous water", "hazardous material", "toxic substances", or "regulated substances", or which is otherwise controlled or regulated because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity, under any federal, state, or local laws, ordinances, or regulations relating to (landfills) industrial hygiene, environmental protection, or the

11500
1-6-04
SP

CERTIFICATION
I certify that the foregoing instrument BL1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-4-2008
Patrick Hyman
Commissioner of Public Lands

LAND SUSPENSE 3 NMSLO 001-00006
52 0 05-DEC-03 09:15 37500.00

manufacture, use, generation, presence, analysis, transportation, handling, storage, treatment, or disposal of any such material, substance, or waste.

G. Holding Over shall mean, upon the expiration, termination, or cancellation of this Lease, any act or conduct of Lessee, including, but not limited to, the unapproved entry upon, occupancy, or use, whether continuous or not, of all or any part of the Lease Premises by Lessee, the Lessee's agents, or by any of Lessee's improvements if unapproved or required or ordered removed.

H. Improvements means any of the following:

- (1) any item of tangible property developed, placed, or constructed by a Lessee on Trust lands including, but not limited to, buildings, roadways, and permanent equipment and fixtures; and,
- (2) any rights or privileges obtained or developed in connection with a Lessee's use of Trust lands including, but not limited to, development rights, approvals, and water rights.

I. Improvement value credit is a credit approved by the Commissioner to be given to a Lessee at an auction of the lease, or to be paid to a Lessee by a subsequent Lessee, purchaser, or other successor in interest other than the Lessor, for the value of designated improvements. Valuation of such improvements shall be determined at the former Lessee's expense by a state-certified real estate appraiser who, absent any other direction from the Lessor, shall determine the market value of such improvements. The Lessor reserves the right to modify or reject any such appraisal, and the amount, if any, of any improvement value credit shall rest in the Lessor's final discretion.

J. Lease Anniversary means an anniversary of the Effective Date of this Lease.

K. Lease Premises means that tract of real property located in Sierra County, New Mexico, being more particularly described in Exhibit A, attached hereto and incorporated herein.

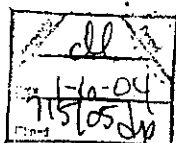
L. Monthly; Quarterly; Annual. "Monthly" refers to calendar months; "Quarterly" refers to calendar quarters; "Annual" means a calendar year. Any payment, report, or adjustment due on a monthly, quarterly, or annual basis, and which comes due in less than a calendar month, quarter, or year, shall be adjusted or prorated so that it may be rendered on the nearest relevant due date.

M. Permit refers to the Lessee's grant of permissive use of all or part of the Trust lands under Lease by means including, but not limited to, a permit, license, franchise, or concession. A lessee/permittor shall have continuing primary liability for Lease performance.

N. Rent is the amount due annually as Base Rent under this Lease, and all such other sums as may be deemed rent under the terms of this Lease.

O. Sublease refers to a transaction or arrangement whereby a commercial Lessee transfers to another either the use or possession of all or part of the Lease Premises, or the management and control of improvements, fixtures, furnishings, or equipment, or permitted uses located on the Lease Premises. A sublease is not created when the Lessee retains possession and control of the Lease Premises and manages and controls temporary or moveable improvements, fixtures, furnishings, or equipment located on the Lease Premises, but not owned by the Lessee. A lessee/sublessor remains primarily liable for the performance of all Lease terms.

P. Trust refers to the Trust established by the Enabling Act (Act of June 20, 1910, 36 Statutes at Large 557, Chapter 310) and related statutes and laws, pursuant to which the Commissioner of Public Lands holds and manages lands which include the Lease Premises.



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-4-2008

Patrick H. Brown
Commissioner of Public Lands

2. LEASE.

A. For consideration, Lessor leases to Lessee that tract of land, located in Sierra County, New Mexico (the "Lease Premises"), and described in Exhibit A, attached to and incorporated into this Lease, subject to all matters of record at the State Land Office or in the records of Sierra County.

B. This Commercial Lease is not subject to public use under an easement issued by the Lessor to the New Mexico Department of Game and Fish or a Recreational Access Permit issued by the Lessor.

C. If more than one person or entity is denominated as Lessee, all such persons or entities shall be jointly and severally liable under this Lease.

D. This Lease includes, as additional terms, the provisions of all applicable State Land Office Rules.

3. TERM; RENEWAL.

A. The term of this Lease shall begin on the Effective Date and end at midnight, exactly twenty-five (25) years, later on November 24, 2028 (the "Term"). Nothing in this Lease shall limit the Lessor's right to sell the Lease Premises during the Term. Any such sale, absent Lessee's agreement to the contrary, shall be subject to this Lease.

B. At the expiration of the Term, Lessee may renew this Lease for all or part of the Lease Premises, provided Lessee agrees to the terms offered by Lessor, Lessee offers a higher rent than any initial offer made by a third-party, and the Lessor determines that the Lease renewal is in the best interests of the Trust.

4. HOLDING OVER. If Lessee holds over for any purpose, the rent due Lessor shall be equal to two hundred percent (200%) of the pro rata rent under the Lease for one day, to be due for each day or any part of a day of holding over. Nothing contained herein shall be construed as a grant to Lessee of the right to hold over or otherwise enter the Lease Premises for any purpose after the expiration, termination, or cancellation of this Lease without the prior approval of Lessor.

5. RENT. Lessee shall pay to Lessor as rent for the leased premises an amount of One Thousand Five Hundred and 00/100 Dollars, (\$1,500.00) per year, due and payable in advance. Lessee shall prepay rent for the Twenty-Five years. Lessee's initial rental payment shall be in the amount of Thirty-Seven Thousand Five Hundred and 00/100 Dollars, (\$37,500.00).

6. RECEIPT OF MONIES.

A. No receipt of monies, including Rent, by Lessor from Lessee, or any other person acting for or on Lessee's behalf, after expiration, termination, or cancellation of the Lease shall reinstate, continue, or extend the Term; affect any notice previously given to Lessee; operate as a waiver of Lessor's right to enforce payment of any Rent or other monies due or thereafter falling due; or, operate as waiver of the right of Lessor to recover possession of the Lease Premises by legal action. Lessor and Lessee agree that after commencement of any legal action or after a final order or judgment for possession of the Lease Premises or establishing Lessors' rights and remedies, Lessor may demand, receive, and collect any monies due without affecting such notice, legal action, order, or judgment. All such monies collected shall be deemed to be payments on account for Lessee's liability under this Lease.

B. Lessee understands that Lessor's receipt of any monies is governed by statute and the related regulations. Lessee agrees that Lessor's negotiation of Lessee's check or other means of payment, and crediting the proceeds of such instrument to a suspense account, does not constitute acceptance of

Handwritten notes in a box: "all", "L-6-04", "71505", "APD".

CERTIFICATION
I certify that the foregoing instrument EC 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 2-4-2008
Patrick Perry
Commissioner of Public Lands

Lessee's payment. Payment is not made until it is accepted in accordance with the statutes and regulations, which govern Lessor's operations.

C. Lessor shall have the right to apply any payments made by Lessee to satisfy Lessee's debt or obligation to Lessor at Lessor's sole discretion, and without regard to Lessee's instructions as the application of any such payment or part thereof, whether such instructions are endorsed on Lessee's check or otherwise, unless Lessor and Lessee otherwise agree, in writing, before Lessor accepts such payment. Lessor's acceptance of a check or payment by Lessee or others on Lessee's behalf shall not, in any way, affect Lessee's liability hereunder nor shall it be deemed an approval of any assignment or subletting of this Lease.

7. **LIEN.** To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by Lessor in recovering said rent amount, Lessee grants to Lessor a first and prior lien on any and all improvements, fixtures, and equipment placed on the Lease Premises.

8. **SALE OR EXCHANGE.** At any time, Lessor, in its sole discretion, may offer to sell or exchange the Lease Premises, or any part, to the highest bidder. In the event Lessor decides to offer the Lease Premises for sale or exchange, Lessee may bid at such sale, provided Lessee is not in default under this Lease and Lessee complies with the bid requirements established by Lessor, with all pertinent statutes and regulations, and with the governing terms of this Lease. Nothing in this section or this Lease shall be interpreted to grant Lessee a right or an option, no matter how described or denominated, to purchase the Lease Premises in the event Lessor decides to sell the Lease Premises.

9. **RESERVATIONS.**

A. Lessor reserves the right to execute leases for mining purposes, including, but not limited to, the exploration, development, conservation, and production of geothermal resources, oil, natural gas, and any other minerals, including, but not limited to helium, carbon dioxide, coal and lignite, uranium, saline, brine, copper, iron, lead, talc, barite, gold and silver, precious and semi-precious stone, caliche, building stones, shale, clay, sand, gravel and rock for crushing, natural resources, or deposits of whatsoever kind, located in, under, or upon the Lease Premises. Lessor further reserves all rights of access, ingress, and egress over, through, or across the Lease Premises that are or may become necessary or convenient to such exploration, development, conservation, or production.

B. Lessor further reserves the right to grant rights-of-way and easements over, upon, or across the Lease Premises for any purposes whatsoever, including, but not limited to, public highways, railroads, tramways, telephone, telegraph, and power lines, irrigation works, conservation, environmental or remediation studies or work, sewer lines, drainage ditches, mining, or logging.

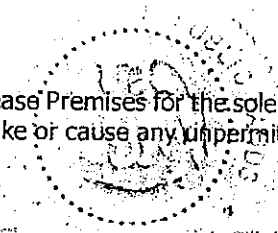
10. **WATER RIGHTS.** No water rights shall be developed on the Lease Premises without the express, written consent of the Lessor. Any water appropriated shall be pursuant to state law and regulations. Any water rights used, placed or developed on the Lease Premises are herein and hereby deemed to belong to the Lessor, and all such rights shall be developed in the name of the Lessor.

11. **PERMITTED USE.**

A. Lessee shall use the Lease Premises for the sole and exclusive purposes set forth below and shall not, by such use or otherwise, make or cause any unpermitted change in the physical character of the Lease Premises:

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dl
176-04
71505 dp

4



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-4-2008
Patrick Hyman
Commissioner of Public Lands

Extension of the primary runway and taxiway of the Truth or Consequences Municipal Airport

B. The parties to this Lease acknowledge that the Lessor is not subject to municipal or county ordinances and regulations governing zoning and land use. Nevertheless, the parties agree that such ordinances and regulations provide appropriate guidelines for the use of the Lease Premises and, therefore, shall be complied with by Lessee, including permit requirements imposed under such ordinances and regulations, except where Lessor deems them in conflict with the best interests of the Trust. Lessor and Lessee shall cooperate and use their best efforts to obtain any and all appropriate governmental approvals, including state, county, and municipal approvals, as may be necessary or advisable, to facilitate Lessee's use of the Lease Premises. This clause shall not, however, grant to any third party, or to any government or municipal agency or other entity, the right to enforce this term of the Lease.

12. IMPROVEMENTS.

A. Subject to the restrictions set forth in Clause 11., "PERMITTED USE", above, Lessee shall make, or cause to be made, only the following improvements (the "Improvements"):

Airport runway, taxiway, windsock and lighting; fence, access gates and road, airfield safety areas and building restriction areas

B. Except for those improvements which are a necessary part of the uses and purposes approved in Clause 11.A., above, no other improvements shall be placed on, or made for the benefit of, the Lease Premises without the Lessor's prior approval.

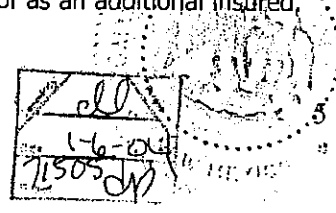
(1) If any improvements are placed on, or made for the benefit of, the Lease Premises without the Lessor's approval, Lessor may elect to: (a) deem such improvements abandoned and forfeited to Lessor at the termination, cancellation, or expiration of this lease; or, (b) require Lessee to obtain approval and pay all such reasonable fines and costs as Lessor deems appropriate; or, (c) Lessor may, by written notice, order the removal of such improvements and the restoration of the Lease Premises to their condition existing prior to the placement of said improvements, all at Lessee's sole expense and at such time as Lessor may direct. The foregoing rights of Lessor shall be cumulative to Lessor's right to cancel this Lease and other legal or equitable remedies.

C. Lessee shall diligently, and at Lessee's own expense, maintain and protect from waste and trespass the Lease Premises and all improvements that might be developed, constructed, or placed on the Lease Premises.

13. OWNERSHIP OF IMPROVEMENTS TO LEASE PREMISES.

A. All improvements described in Clause 1.H.1., DEFINITIONS, above, shall, unless otherwise agreed, be and remain Lessee's property, and if, under the terms of this Lease or any related agreement, those improvements are to remain on the Lease Premises after termination, cancellation or relinquishment of this Lease, Lessee shall have the right to be paid the improvement value credit for such improvements only by the subsequent Lessee who shall then become the owner of such improvements.

B. All improvements described in Clause 1.H.1., DEFINITIONS, above, must be covered by full liability insurance, in a form and amount acceptable to the Lessor, and issued by a company approved by the Lessor, naming the Lessor as an additional insured.


I certify that the foregoing instrument EL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-4-2008
Patricia H. Brown
Commissioner of Public Lands

- (1) The Lessee shall provide copies of the policy and all subsequent renewals to the Lessor upon issuance and each renewal.
- (2) The Lessor may, upon reasonable notice to the Lessee, require an increase in the policy amount in keeping with his determination of increased liability.

C. All improvements described in Clause 1.H.2., DEFINITIONS, above, shall become the sole property of Lessor as such improvements are made or acquired, unless such improvements include or would cause the Lessor to incur unacceptable duties, liabilities, or costs. Lessee here agrees to convey all right, title, and interest in and to such improvements to Lessor, subject to Lessor's approval and acceptance. Lessee here appoints and constitutes Lessor as special attorney-in-fact to execute any and all documents necessary to establish ownership of such improvements in the Lessor whether or not this Lease has terminated at the time.

14. IMPROVEMENT REMOVAL AND RECLAMATION.

A. Unless otherwise specified in this Lease, upon relinquishment, termination, or cancellation of this Lease, and without renewal by or sale to Lessee, Lessee shall remove all improvements described in Clause 1.H.1., DEFINITIONS, above. Such removal shall be at Lessee's sole expense.

- (1) All improvements will be removed and reclamation will be completed prior to the expiration date of this lease. If improvements and reclamation are not completed by the expiration date of this lease, rent will continue at the current amount provided that the Commissioner of Public Lands agrees to the extension of time. **The Commissioner of Public Lands may waive this requirement when the lessee provides written notice of their desire to renew the existing lease, at a minimum of six (6) months prior to the lease expiration date, and the lessee is in compliance with the existing lease terms.**
- (2) Lessor and Lessee agrees that the following improvements shall be left in place on the Lease Premises upon termination, cancellation, or expiration of this Lease:

NONE AUTHORIZED

- (3) If the Lessor and the Lessee have agreed, in this Lease or in some other authorized writing, that designated approved improvements shall remain in place, the Lessee shall provide, no later than the termination of this Lease, satisfactory evidence that such improvements have been paid for, including, but not limited to, waivers of mechanics and materialmen's liens, and releases of any security interests or other liens.

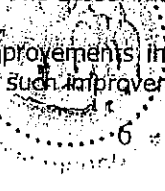
B. Notwithstanding the provisions of Clause 14.A., above, no authorized improvement shall be removed without the Lessor's approval, if a Lessee owes rent or any other sums to the Lessor or if any material duties owed under the terms of the Lease remain unperformed.

C. The Lessor may demand, in writing, that designated unauthorized improvements be left in place during the term of this Lease.

D. Any improvements left on Trust lands without Lessor's prior approval shall remain the sole property and liability of the Lessee and shall constitute a nuisance until they are removed or abandoned as set out in Clause 14.D.(2) and (3) below. The Lessor may elect:

- (1) to leave such improvements in place and permit Lessee to retain the right to compensation for such improvements from another Lessee;

Handwritten notes in a box: 176-04, 71503 DP



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 6-2-2008
Patrick Ahrens
Commissioner of Public Lands

- (2) to take such action as is necessary to abate such nuisance with all costs and fees incurred in so doing to be additional rent due from Lessee under the terms of the Lease; or,
- (3) to declare, by written notice to Lessee, such improvements abandoned, at which time they shall become the property of Lessor.

E. In all cases where the Lessee's improvements are removed, whether during this Lease or after its termination, the Lessee shall be solely liable for the restoration of the land, underlying or otherwise used in connection with the improvements, to its condition prior to the placement of such improvements. The Lessee's obligation to remove improvements and to restore the Trust land imposed by this Rule shall survive the termination or cancellation of the Lease. This clause shall survive the expiration, termination, or cancellation of this lease.

F. All costs, fines, and fees incurred by the Lessor as a result of improvements left on Trust lands without the Lessor's approval, and all costs, fines, and fees incurred as a result of damage or waste to Trust lands and their improvements during the term of the Lease, arising from or in connection with the Lessee's use and occupancy of the Trust lands, shall remain the sole liability of the Lessee and shall be deemed additional rent due at the time incurred. This clause shall survive the expiration, termination, or cancellation of this lease.

15. RELINQUISHMENT.

A. A Lessee may, at any time, request relinquishment of the Lease on forms prescribed by the Lessor and upon payment of the relinquishment fee set forth in the fee schedule, provided that:

- (1) the Lessee is not in violation of the statutes and rules governing the Lease;
- (2) the Lessee is not in default of the terms of the Lease; and,
- (3) all improvements of any type whatsoever made pursuant to this Lease on, or for the benefit of, the Lease Premises have been approved by the Lessor, and arrangements satisfactory to the Lessor have been made for the removal of such improvements as the parties have not agreed to leave in place.

B. The Lessee shall not, by any act of relinquishment, avoid or be released from any liability for known or unknown waste or damage to the leasehold, including environmental damage which arose from, or in connection with, the Lessee's use or occupancy.

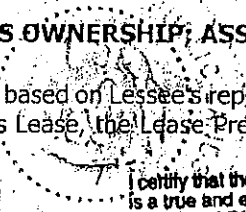
C. A relinquishment shall not be valid or effective until approved by the Lessor. Any attempted relinquishment or rejection of the Lease, without the Lessor's approval, shall be a material breach of the Lease.

D. Upon relinquishment, the Lessee shall not be entitled to the refund of any rent previously paid; however, if the Lessee is seeking relinquishment in response to a request by the Lessor, the Lessee shall not be charged a fee, and shall be entitled to a pro-rata refund of rent paid. The refund shall be paid directly by the Lessee of the withdrawn lands to the former Lessee, and shall be a credit against the first periodic rent due from the new Lessee of the withdrawn lands.

16. CHANGE IN LESSEE OR LESSEE'S OWNERSHIP, ASSIGNMENT OR SUBLEASE.

A. Lessor is entering this Lease based on Lessee's representations that Lessee shall not assign, sublease, or permit, in whole or in part, this Lease, the Lease Premises, any improvements located on or

Handwritten notes in a box:
cll
L-L-OL
71505 DP



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-4-2008

Patrick A. Burns
Commissioner of Public Lands

made for the benefit of the Lease Premises, or change Lessee's identity, control, or ownership, through sale, acquisition, merger or the like, without the prior written approval of Lessor and the amendment of this Lease pursuant to the provisions contained herein. Any such act without Lessor's approval shall be null and void as to the Lessor, and shall be deemed a breach of this Lease by Lessee as well as giving rise in Lessor to all remedies at law or in equity for third-party trespass or such other damages as may derive from such acts.

B. Lessor may condition approval of any proposed assignment, sublease, or permit upon an increase in the rent amount, the modification or addition of other provisions to this Lease, proof of the third-party's creditworthiness, financial soundness, and skill and experience in effecting the uses and improvements contemplated by this Lease, and such other conditions as Lessor may impose to protect Lessor's interest.

(1) Lessee's application or request to assign shall be deemed a guarantee that no interest in this Lease is subject to pending or foreseeable litigation, and it shall not be necessary for Lessor to inquire into this.

C. The Lessor's approval of a sublease, permit, or assignment shall not relieve the Lessee from any liability which may have arisen prior to the sublease, permit, or assignment. The Lessor's approval of a sublease or permit will not release the Lessee from its continuing obligations under the Lease.

D. The Lessor's approval of a sublease, permit, or assignment will not constitute approval of any subsequent sublease, permit, or assignment, nor will approval of a specific sublease, permit, or assignment indicate that the Lessor will grant such future approvals when requested.

E. The occupation or use of Trust lands pursuant to any sublease, permit, or assignment made without the Lessor's approval is a material breach of the Lease by the Lessee, and is a trespass by the purported assignee, permittee, or sublessee, and cannot vest the trespasser with any tenancy or any other rights, interests, claims, or privileges in the Trust lands or with respect to the Lessor whatsoever. In addition to such other remedies as may be available to the Lessor at law or in equity for such trespass, the Lessee shall be liable for all costs, fees, and damages incurred by the Lessor and resulting from such trespass.

F. Applications to sublease, permit, or assign shall be made by the current Lessee under oath, on forms prescribed by the Lessor, and shall be accompanied by such fees as are designated by the Lessor in its Rules.

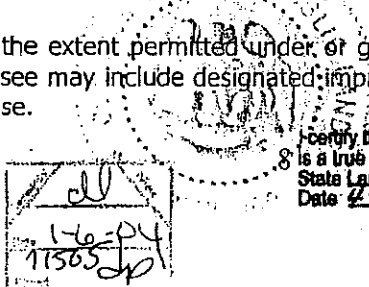
G. The term of an assigned Lease, or of any permit or sublease, shall not extend beyond that of the original Commercial Lease.

- (1) Unless otherwise approved by the Lessor, Lease assignment shall result in the automatic termination of any permit or sublease.
- (2) The cancellation, relinquishment, or termination of an original or assigned Business Lease shall automatically, and without notice, result in the termination of any sublease.

17. COLLATERAL ASSIGNMENTS.

A. This Lease may be collaterally assigned by the Lessee only for purposes of securing funds to improve the Lease Premises or to invest in the Lessee's operations thereon. A collateral assignee shall have a lien on the Lease as personal property. Collateral assignment of this Lease requires the Lessor's approval; any attempt to collaterally assign this Lease without the approval of the Lessor is void and does not vest the purported assignee with any rights, claims, interests, or privileges.

(1) To the extent permitted under or governed by the Uniform Commercial Code, a Lessee may include designated improvements in the collateral assignment of this Lease.



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-4-2008
Patrick Thomas
Commissioner of Public Lands

- a. A security interest in improvements will be subordinate to the lien created in NMSA 1978, §19-7-34. However, upon providing the Lessor with adequate security, the Lessee can obtain the Lessor's covenant to withhold exercise of the lien, for a stated period of time, upon Lessee's rental default. Such security may include, but is not limited to, prepayment of the last year's rental to cover Lessee's rental default without waiver of other default remedies, or provision of a performance bond in the amount of one annual rental payment to be collected upon without waiver of other default remedies.
- (2) The Lessee shall apply to the Lessor to collaterally assign a Business Lease and improvements, in writing, under oath, and on such form or forms as may be prescribed by the Lessor, and shall:
 - a. give the full name and address of the proposed collateral assignee;
 - b. state the amount of the debt being secured;
 - c. state the term of the collateral assignment;
 - d. list the improvements, if any, which are being collaterally assigned with the Lease, along with the amount of the loan being secured by them;
 - e. state that the loan being secured by the collateral assignment is only for the purpose of improving the Trust land or investing in the Lessee's operations on Trust land;
 - f. give the applicant's signed oath that the statements made in the application are true and correct; and,
 - g. shall include payment of such fees as are set out in the schedule of fees.
- (3) The Lessor may approve the collateral assignment subject to such terms and conditions as he may impose and which he deems in the best interests of the Trust.

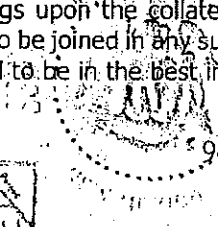
B. The Lessor shall give written notice to the collateral assignee of a Commercial Lease of any default by the Lessee. Such notice shall be sent by regular mail to the name and address provided to the Lessor in the initial request for approval.

C. An approved collateral assignee shall have the right to cure a Lessee's default, but shall succeed to the rights and duties of the assignor of the Commercial Lease only after at least thirty (30) days written notice is sent to the Lessor by certified mail, only as permitted under the terms of the party's collateral assignment agreement, and subject to such conditions as the Lessor may have imposed on approval of the collateral assignment.

D. A collateral assignee takes subject to the following terms and conditions, of which the Lessee is required to give notice, upon making a collateral assignment.

- (1) The Lessor is entitled to notice, as an interested party, of all foreclosure or other proceedings upon the collateral assignment. Although the Lessor is not a party required to be joined in any such proceedings, the Lessor may intervene in them if it is deemed to be in the best interests of the Trust.

cll
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CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office.
Date 4-4-2008
Patrick H. Lyons
Commissioner of Public Lands

(2) The purchaser, from a collateral assignee, of a foreclosed collateral interest shall be deemed to be an assignee, and accordingly, will be subject to the approval of the Lessor.

18. INSPECTION BY LESSEE. Lessee is leasing the Lease Premises based on Lessee's own inspection of, and judgment regarding, the Lease Premises. Lessee agrees that Lessor is making no representations or warranties of any kind or nature whatsoever with regard to the Lease Premises or with regard to this transaction.

19. COMPLIANCE WITH LAWS AND PROTECTION FROM WASTE AND TRESPASS. Lessee shall fully comply with all laws, whether statutory or court-made, regulations, rules, ordinances, and requirements, including, but not limited to, those addressed to environmental protection and all current New Mexico State Land Office Rules and Regulations and those that may be hereafter promulgated, applicable to the Lease Premises or to Lessee's operations thereon, including NMSA 1978, §19-6-5, requiring Lessee to protect the Lease Premises from waste and trespass, and the Cultural Properties Act. It is illegal for any person to appropriate, excavate, injure, remove or destroy any historic or prehistoric ruin or monument, or any object of historical, archaeological, architectural, or scientific value situated on lands held and managed by the New Mexico State Land Office without a valid permit from the New Mexico Cultural Properties Review Committee and the express consent of the Commissioner of Public Lands. Governmental agencies promulgating such laws, regulations, rules, ordinances, and requirements shall not be deemed third-party beneficiaries under this Lease. Lessee's compliance shall be at its own expense and shall not be considered and offset to the Rent due under this Lease.

20. HAZARDOUS MATERIALS. Except to the extent necessary to the purposes permitted under this Lease, Lessee shall not cause or permit any Hazardous Material to be brought upon or across, or to be used, kept, stored, generated or disposed of, in, under, or upon, the Lease Premises. If Lessee will be using or storing Hazardous Materials as an incident of the permitted purposes under this lease, Lessee will, on an annual basis, provide to Lessor a written list of all such Hazardous Materials, and, upon Lessor's request, provide a written plan acceptable to Lessor for the handling, storage, and disposal of all such Hazardous Materials. Notwithstanding Lessor's approval of the handling, storage, or disposal of Hazardous Materials on the Lease Premises, Lessee shall remain strictly and solely liable for all costs or claims arising from or in connection with such Hazardous Materials and here indemnifies Lessor against the same.

21. HOLD HARMLESS.

A. Lessor and Lessee shall each remain solely liable for any act or omission of their respective officers, employees, agents, or contractors, subject to any otherwise available defense or limitation of liability. Nothing in this Lease is intended to be a waiver of any constitutional, statutory, or common-law sovereign immunity. Any liabilities of the Lessor or Lessee are subject to the terms of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

22. BREACH AND CURE.

A. In the event of Lessee's breach or threatened breach, Lessor shall give Lessee thirty (30) days notice by registered mail. If Lessee fails to properly cure the breach or threatened breach on or before the thirtieth day, Lessor shall have the option of canceling this Lease, or of pursuing any other remedies provided by this Lease or available at law or in equity. No proof of receipt of such notice shall be necessary in order for Lessor to act.

B. Lessee shall have thirty (30) days, from the date of mailing of such notice, to cure or to make reasonable efforts to cure the breach to Lessor's satisfaction. If the breach is of such a nature that it may not be cured within thirty (30) days of Lessor giving notice of the breach, Lessee's diligent and continuing action to cure the breach to Lessor's satisfaction shall be considered a "reasonable effort".

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CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 7-4-2008
Patrick H. Lyons
Commissioner of Public Lands

C. Lessor shall be entitled to recover from Lessee compensation for all damages and costs caused by Lessee's breach and all reasonable costs and expenses Lessor incurs in securing its remedies.

D. In the event of Lessee's eviction or abandonment of the Lease Premises, Lessor shall have the right, but not the duty, to re-lease or sell all, or any part of, the Lease Premises. The exercise of such right shall be at Lessor's sole discretion and shall not extinguish Lessee's obligations hereunder. If re-leased, Lessor may agree to a term that is greater or less than the remaining unexpired Term of this Lease at the time of its cancellation, and to such covenants, conditions, and agreements as Lessor may deem proper.

23. WAIVER OF JURY TRIAL. Lessor and Lessee, to the extent allowed by law, agree to waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any manner connected with, this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Lease Premises, any claim of injury or damage, or any emergency or statutory remedy.

24. NO WAIVER BY LESSOR. No employee or agent of Lessor has the power, right, or authority to orally waive any of the conditions, covenants, or agreements of this Lease; and no waiver by Lessor of any of the conditions, covenants, or agreements of this Lease shall be effective unless in writing and executed by Lessor. Lessor's waiver of Lessee's breach or default of any of the conditions, covenants, or agreements hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of Lessor to enforce at any time any of the conditions, covenants, or agreements of this Lease, or to exercise any option herein provided, or to require at any time performance by Lessee of any of the conditions, covenants, or agreements of this Lease shall not constitute or be construed to be a waiver of such conditions, covenants, or agreements, nor shall it affect the validity of this Lease or any part thereof, or Lessor's right to thereafter enforce each and every such condition, covenant, or agreement.

25. SCOPE OF AGREEMENT. This Lease incorporates all the agreements, covenants, and understandings between Lessor and Lessee concerning the subject matter hereof and all such agreements, covenants, and understandings are merged into this written Lease. No prior agreement or understanding between Lessor and Lessee shall be valid or enforceable unless expressly embodied in this Lease.

26. AMENDMENT. This Lease shall not be altered, changed, or amended except by an instrument executed by both Lessor and Lessee.

27. APPLICABLE LAW AND VENUE. This Lease shall be governed by the laws of the State of New Mexico, without giving effect to the conflict of law provisions of the State of New Mexico. Lessee consents to venue and jurisdiction in the District Court in and for the County of Santa Fe, State of New Mexico, and to service of process under the laws of the State of New Mexico in any action relating to this Lease or its subject matter.

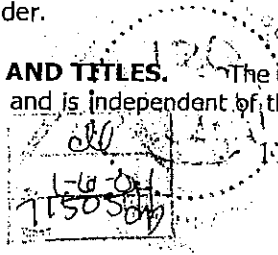
28. SUCCESSORS IN INTEREST. All terms, conditions, and covenants of this Lease and all amendments thereto shall extend to and bind the heirs, successors, and assigns of Lessee and Lessor.

29. TIME. Time is of the essence in the performance of this Lease. Lessee's failure to perform any or all of its obligations under this Lease in a timely manner shall be grounds for Lessor to cancel this Lease.

30. MISCELLANEOUS.

A. SINGULAR AND PLURAL; USE OF GENDERS. Whenever the singular is used herein, the same shall include the plural; whenever a particular gender is used herein, the same shall include the other gender and no gender.

B. HEADINGS AND TITLES. The use of section or paragraph headings and titles herein is for descriptive purposes only and is independent of the covenants, conditions, and agreements contained



CERTIFICATION
I certify that the foregoing instrument BC 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-4-2008
Patrick H. ...
Commissioner of Public Lands

herein.

Book 111
Page 2349

C. SEVERABILITY. In the event that any provision of this Lease is held invalid or unenforceable under applicable law, the Lease shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

Executed in duplicate.

**THE CITY OF TRUTH OR CONSEQUENCES
LESSEE**

**COMMISSIONER OF PUBLIC LANDS
LESSOR**

By: [Signature]
Authorized Representative of City of
Truth or Consequences

[Signature]
PATRICK H. LYONS
Commissioner of Public Lands

Print Name: Richard R. Ramsey
Title: City Manager
Date: 12-3-03

FOR CITY OF TRUTH OR CONSEQUENCES

State of New Mexico)
County of Sierra)

The foregoing instrument was acknowledged before me this 3rd day of December,
2003, by Richard R. Ramsey on behalf of **The City of Truth or
Consequences.**
(name(s) and title(s) of person(s) acknowledging)

[Signature]
Notary Public

My Commission Expires:

2-16-04



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office
Date: 4-4-2008

[Signature]
Commissioner of Public Lands

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EXHIBIT A

Book 111
Page 2350

TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT
PROPERTY ACQUISITION FOR RUNWAY 13/31 EXTENSION

A parcel of land situated within the NE $\frac{1}{4}$ of Section 32, Township 12 South, Range 4 West, New Mexico Principal Meridian, County of Sierra, State of New Mexico and being more particularly described by New Mexico State Plane Grid (Central Zone) bearings and ground distances as follows:

Beginning at the NE Corner of Section 32, Township 12 South, Range 4 West, N.M.P.M., thence, S00°53'02"E, along the east line of the NE $\frac{1}{4}$ of said Section 32, a distance of 1618.57 feet to a point on the east line of the NE $\frac{1}{4}$ of said Section 32;

Thence, N35°46'13"W, a distance of 1998.48 feet to a point on the north line of the NE $\frac{1}{4}$ of said Section 32;

Thence, S89°50'36"E, along north line of the NE $\frac{1}{4}$ of said Section 32, a distance of 1143.22 feet to the point of beginning of the parcel of land herein described.

Containing 925,040 square feet (21.2360 acres) more or less.

NE $\frac{1}{4}$ NE $\frac{1}{4}$ = 20.48 acres

SE $\frac{1}{4}$ NE $\frac{1}{4}$ = 0.75 acres

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 16th day of April, A.D., 20 08 at 4:45 o'clock P. M. and duly recorded in book 111 page 233B-2350 Fee \$ 33.00
James A. Sanchez
County Clerk, Sierra County, N. Mex
By Dobby Turner Deputy



CERTIFICATION
I certify that the foregoing instrument BL 1615 containing 13 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date 4-4-2008

Patrick H. Young
Commissioner of Public Lands

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Pg. 1 of 4

Book 111
Page 2351

RECEIVED R/W-19140

CLEAR ZONE EASEMENT
AUG 31 9 07 AM '76

(Any altitude over portion of Grantor's Land)
STATE LANDS
SANTA FE, N.M.

WHEREAS, The State of New Mexico
(hereinafter called the Grantors), are the owners in fee of that
certain tract or parcel of land situated in the County of Sierra,
State of New Mexico, described as follows:

NE 1/4 of Section 32, Township 12 South, Range 4 West of the
New Mexico Principal Meridian.

Such tract of land being identified as Parcel 1 on Exhibit
"A" attached hereto and made a part hereof and being hereinafter
referred to as Parcel 1; and

WHEREAS, The City of Truth or Consequences (hereinafter
called the Grantee), is the owner and operator of the Truth or
Consequences Airport, hereinafter referred to simply as the
"Airport", situated in the said County of Sierra, State of
New Mexico, in close proximity to the said Parcel 1; and

WHEREAS, for the protection of aircraft landing at and taking
off from the Airport, it is deemed necessary that part of Parcel 1
which lies within the South clear zone area of the 13-31 run-
way of the said Airport be and remain clear of any building,
structure, tree, or other object which is or would constitute an
obstruction or hazard to the flight of aircraft in landing at or
taking off from the Airport, which said clear zone area is more
particularly described as follows:

DESCRIPTION OF
CLEAR ZONE EASEMENT

Beginning at the NE corner of the Tract of land herein
described from whence on U.S.G.L.O Brass cap being the
corner of Section 29, 28, 33 & 32, Township 12 South,
Range 4 West, N.M.P.M. bears S 89° 30' E along the south
line of said section 29 a distance of 178.72 feet; thence
from said point of beginning on a bearing of S 43° 58' 40"
E a distance of 259.63 feet to a point on the east section
line of Section 32; thence following said section line on a
bearing of S 0° 29' E a distance of 660.12 feet; thence
leaving said section line on a bearing of S 54° 33' W a
distance of 340.57 feet to a point; thence on a bearing
of N 26° 55' 13" W a distance of 1011.43 feet to a point;
thence on a bearing of N 54° 33' E a distance of 251.09
feet to a point on the south section line of said section
29; thence following said section line on a bearing of
S 89° 30' E a distance of 344.99 feet to the point and
place of beginning, containing 11.4964 acres of land more
or less all of which lies within the NE/4NE/4 of Section
32, T. 12S., R. 4W., N.M.P.M.

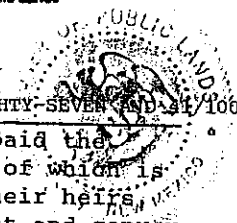


CERTIFICATION
I certify that the foregoing instrument 19140 containing 4 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office.
Date: 2-12-2008
Patricia H. Brown
Commissioner of Public Lands

Book 111
Page 2352

CERTIFICATION
I certify that the foregoing instrument SA 11110 containing 4 page(s)
is a true and exact photocopy of the original in my custody and on file in the
State Land Office.
Date 7-13-2008
Patrick H. Brown
Commissioner of Public Lands

Pg. 2 of 4



NOW THEREFORE,

1. In consideration of the sum of TWO HUNDRED EIGHTY-SEVEN AND 21/100 (\$287.41), and other valuable consideration in hand paid the Grantors by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantors, for themselves, their heirs, successors and assigns, do hereby bargain, sell, grant and convey to the Grantee for the use and benefit of the public, an avigation easement and right-of-way for the unobstructed and unrestricted flight of aircraft in, through, and across the airspace over and above that portion of Parcel 1 that lies within such clear zone area, which is identified on Exhibit "A", at any altitude or height above the surface of the land, together with the right to cause in the airspace above such land such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from or operating on the Airport.

TO HAVE AND TO HOLD the said right of way and easement for the use and purposes above mentioned unto said grantee, its successors and assigns, so long as said right of way and easement shall be used for the purpose hereinabove expressed.

This grant is made upon the further condition that should the said easement hereby granted cease to be used by the grantee, or its lawful successors, for any of the purposes enumerated herein for a period of one (1) year, that part of the right of way and easement herein granted which may so cease to be used for such purposes shall ipso facto revert to and become revested in the grantor, free and clear from any claim, interest or demand of grantee or its successors.

Said grantee, its successors and assigns, hereby agree carefully to avoid destruction or injury to any improvements or livestock lawfully upon said premises, and to pay reasonable and just damages for such injury or destruction, if any, arising from construction or maintenance of such right of way and easement.

Grantee shall execute and file with the grantor a good and sufficient bond unless waived by such lessee or purchaser in favor of the State of New Mexico, for the use and benefit of a surface purchaser or surface lessee to secure the payment for such damages to the livestock, range, water, crops, or tangible improvements on such lands if any be suffered by such purchaser or lessee by reason of the use by such grantee or by persons authorized by grantee to use such easement.

Grantee shall have the right to assign this easement subject to the approval of the grantor.

Lessees, including their heirs, assigns, agents, and contractors shall at their own expense fully comply with all laws, regulations, rules, ordinances, and requirements of the city, county, state, federal authorities and agencies, in all matters and things affecting the premises and operations thereon which may be enacted or promulgated under the governmental police powers pertaining to public health and welfare, including but not limited to conservation, sanitation, aesthetics, pollution, cultural properties, fire, and ecology.

This permit is issued subject to all valid and existing rights.

2. The Grantors, for themselves, their heirs, successors and assigns do hereby covenant and agree that they will not erect, maintain, or allow any buildings, structures, or objects to remain or be placed on that portion of Parcel 1 that lies within the clear zone area, or permit any growths thereon; provided, however, that the Grantors reserve unto themselves, their heirs, successors and assigns, the right to use the said land for mining, crop farming or stock grazing purposes and may bring machinery on the land temporarily as necessary to carry out farming and mining operations.

3. The Grantors, for themselves, their heirs, successors and assigns, do hereby further covenant and agree that they will not use or suffer the said land to be used by any assembly of persons or in such a manner as might attract or bring together an assembly of persons thereon.

4. The Grantors, for themselves, their heirs, successors and assigns, do hereby further give and grant to the Grantee a continuing right of entry upon the aforesaid land for the purpose of removing and preventing the construction or erection of any buildings, structures, or facilities and the growth of any trees or other objects upon the land, other than those therein expressly excepted.

5. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the portion of Parcel 1 that lies within the clear zone area, owned by the Grantors, shall be the servient tenement, and the Airport, owned by the Grantee, shall be the dominant tenement.

6. "Reserving the right to execute leases for geothermal resource development and operation thereon; the right to sell or dispose of the geothermal resources of such lands; and the right to grant rights of way and easements for the purpose of this section."

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 18TH day of NOVEMBER, 1976.

Phil R. Swann
Commissioner of Public Lands
State of New Mexico

CITY OF TRUTH OR CONSEQUENCES

By [Signature]
Mayor
(Title)

CERTIFICATION
I certify that the foregoing instrument EN 19140 containing 4 page(s) is a true and exact photocopy of the original in my custody and on file in the State Land Office.
Date: 4-18-2008
Patrick M. Swann
Commissioner of Public Lands

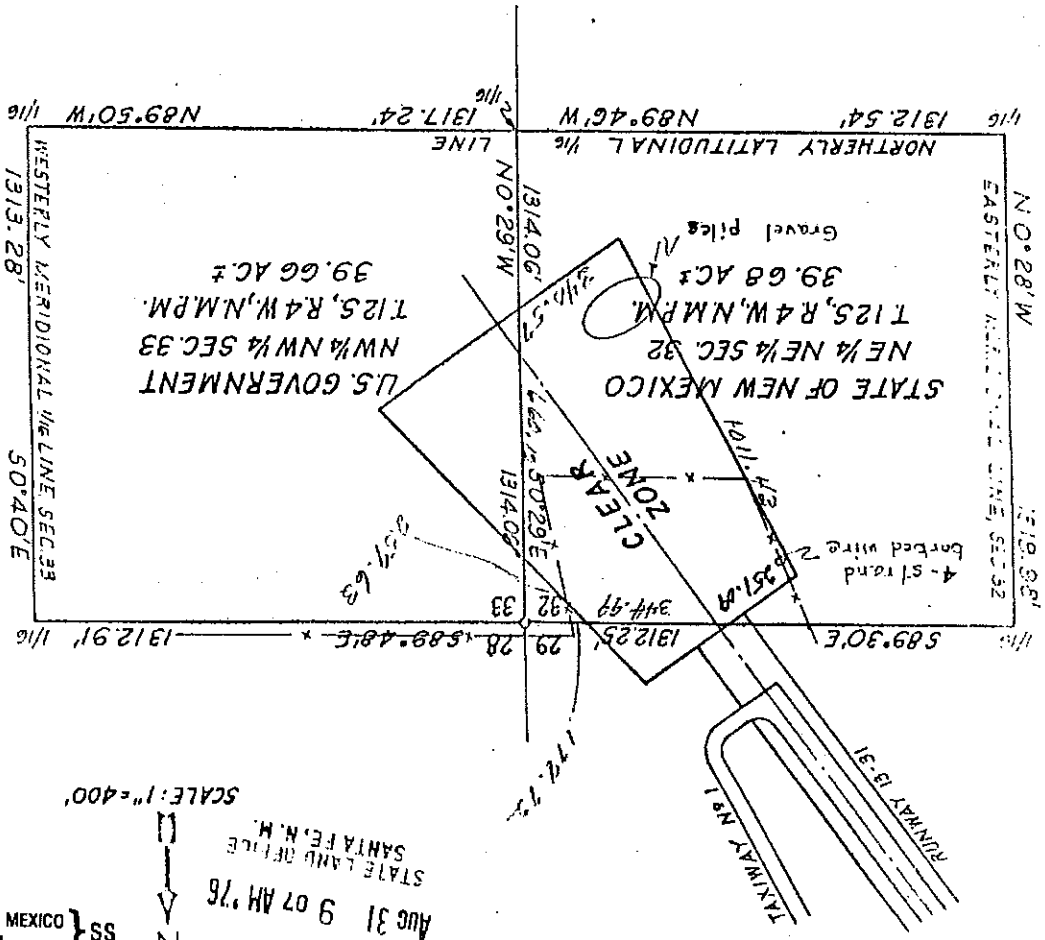
ATTEST [Signature]
Seal & Title City Clerk



WILLIS R. UHOLTZ & ASSOCIATES
 CONSULTING ENGINEERS
 321 W. SAN FRANCISCO
 SANTA FE, NEW MEXICO 87501

Book 111
 Page 2354

Pg. 4 of 4



SCALE: 1"=400'



RECEIVED
 AUG 31 9 07 AM '76
 STATE LAND OFFICE
 SANTA FE, N.M.

STATE OF NEW MEXICO }
 County of Sierra } SS

I HEREBY CERTIFY that this
 instrument was filed for record on the
 11th day of April A.D., 2008
 at 4:50 o'clock P.M. and duly
 recorded in book III page 2351-2354
 Fee \$ 15.00
 Daniel Sanchez
 County Clerk, Sierra County, N. Mex.
 By Daniel Sanchez
 Deputy

CERTIFICATION
 I certify that the foregoing instrument 2019140 containing 4 page(s)
 is a true and exact photocopy of the original in my custody and on file in the
 State Land Office.
 Date 2-12-2008
 Patrick H. Lymn
 Commissioner of Public Lands



MORTGAGE

THIS MORTGAGE made this 16th day of April, 2008, by **HOT SPRINGS LAND DEVELOPMENT, LLC** a New Mexico limited liability company, whose address is 3816 W. Linebaugh Ave., Suite 210, Tampa, Florida 33618 (herein referred to as the "Mortgagor"), in favor of **WOLF 1, LLC**, a Florida limited liability company ("Mortgagee," which term includes successors in interest and assigns), whose address is 5127 Tarragona Drive, Orlando, Florida 32837.

WITNESSETH:

A. Mortgagor is the owner of the fee simple surface estate interest in certain real estate situate in Sierra County, New Mexico, comprising 7,387 acres more or less ("Project Property").

B. Mortgagor and Mortgagee have entered into a Short-Term Promissory Note (the "Short-Term Note") of even date herewith. Pursuant to the Short Term Note, Mortgagor will pledge land within the Project Property as collateral securing the Note. This land, approximately 2,234.65 acres, and referenced in the Short Term Note as "Parcel A," as more particularly described in the Letter of Intent of even date herewith.

C. Mortgagor has indebted itself to Mortgagee pursuant to the Short-Term Promissory Note ("Short-Term Note") of even date herewith in the principal amount of up to Three Million Five Hundred Thousand Dollars (\$3,500,000.00), but not less than two million eight hundred thousand Dollars (\$2,800,000.00) plus interest at the rate of 8% per annum, payable on or before sixty (60) days after April 16, 2008 (the "Maturity Date"), with all principal and accrued and unpaid interest due on the Maturity Date, with no prepayment penalty, all as more particularly described in the Short Term Note.

D. Mortgagor plans to design and develop a mixed-use real estate project on the Project Property. Mortgagor's plans, as they may be formalized, amended, substituted, or revised from time to time as Mortgagor determines in Mortgagor's sole and absolute discretion, are described herein as "Project Plans."

E. This lien of this Mortgage binds the 2,234.65 acres of the Project Property and referenced as Parcel "A" listed on Exhibit A, as it may be amended from time to time ("Mortgaged Property"). No other land within the Project Property is part of the Mortgaged Property.

NOW, THEREFORE, Mortgagor, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby irrevocably grant, bargain, sell, transfer and convey and assign the Mortgaged Property to Mortgagee, with mortgage covenants and upon the statutory mortgage condition.

TOGETHER with all the surface estate, right, title and interest of the Mortgagor in and to the Mortgaged Property and all the easements, hereditaments, reversions, remainders, rents, issues, profits, pertaining to the surface estate thereunto. The mineral estate is owned by the New Mexico State Land Office.;

TOGETHER with all buildings, structures or other improvements existing or hereafter

constructed upon the Mortgaged Property; and

TOGETHER with all fixtures now or hereafter owned or acquired by Mortgagor and incorporated in or annexed to the Mortgaged Property, all of which shall be deemed to be and remain a part of the realty and are hereby covered by the lien of this Mortgage.

TO HAVE AND TO HOLD the same unto Mortgagee forever for the purpose of securing, in such order of priority as Mortgagee may determine: (a) payment of the indebtedness in accordance with the terms as evidenced by the Short-Term Note, including any and all extensions or renewals thereof, with interest thereon; and (b) any advances made by Mortgagee on behalf of Mortgagor including any advances made pursuant to the terms of this Mortgage; and (c) the performance of all agreements, covenants and warranties contained in this Mortgage and the Short-Term Note. This Mortgage secures the principal due and owing under the Short-Term Note, not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000.00).

Mortgagor warrants that: it is well seized of the surface estate of the Mortgaged Property, it has good right and full power and lawful authority to convey and mortgage the surface estate of the Mortgaged Property, the Mortgaged Property is free and clear of all liens and encumbrances whatsoever, except for reservations, restrictions and easements of record as of the date hereof, and taxes for the current and subsequent years (collectively the "Permitted Exceptions"); and it shall and will warrant and forever defend the title to the Mortgaged Property against all and every person claiming the whole or any part thereof, except for the Permitted Exceptions.

Mortgagor further covenants with Mortgagee as follows:

1. **Payment of Principal and Interest:** Mortgagor shall promptly pay when due all principal and interest due under the terms of the Short-Term Note.

2. **Taxes, Assessments and Charges:** Mortgagor will pay when due all taxes of every kind and nature, including real and personal property taxes and income, franchise, withholding, profit and gross receipts taxes, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, all gas, electric, utility or other public charges imposed upon or assessed against it or the Mortgaged Property, or any part thereof, or upon revenues, rents, issues, income and profits of the Mortgaged Property arising from the use, occupancy or possession of the Mortgaged Property.

3. **Insurance:** Mortgagor covenants that at any time Mortgagor carries public liability insurance concerning the Mortgaged Property against claims for bodily injury, death or property damage occurring on, in or about the Mortgaged Property, Mortgagor shall cause Mortgagee to be named as a co-insured, and Mortgagor shall pay all premiums on such insurance coverage. Any such policy of liability insurance must contain a provision requiring that Mortgagee shall receive at least thirty (30) days prior written notice of cancellation.

4. **Events of Default:** It shall constitute an "Event of Default" under this Mortgage and under the Short-Term Note if any of the following events or conditions occurs and Mortgagor fails to cure same (i) within five (5) calendar days after receiving written notice from the Mortgagee with respect to item (A) below, and (ii) within and fifteen (15) calendar days after receiving written notice from the

Mortgagee with respect to items (B), (C), (D) and (E) below:

(A) the failure of Mortgagor to make any payment of principal and interest required by the terms of the Short-Term Note, or any amount required by this Mortgage;

(B) the failure of Mortgagor to fully and faithfully perform its covenants and agreements under the Short-Term Note or this Mortgage;

(C) the failure of Mortgagor to pay when due taxes and insurance premiums required by this Mortgage;

(D) a Transfer of the Mortgaged Property in violation of the terms of this Mortgage without complying with the provisions of paragraph 5(B); or

(E) upon the commission of any other act which would, under the applicable provisions of the Federal Bankruptcy Code, permit the filing of a petition for bankruptcy or reorganization by or against Mortgagor.

Notwithstanding the foregoing, if any of the events or conditions described in items (B), (C), (D) and (E) above cannot be cured during such fifteen (15) day period with the exercise of reasonable diligence by Mortgagor, Mortgagee shall, upon request, allow Mortgagor up to thirty (30) calendar days after initial receipt of written notice to cure such event or condition.

Upon the occurrence of an Event of Default, Mortgagee shall have the option to enforce Mortgagee's remedies under the Short-term Note and this Mortgage

5. Transfers; Releases; Permitted Actions; Reappraisal.

(A) **Transfer Prohibited.** Mortgagor hereby acknowledges that the sale, assignment, trade, or other transfer or further encumbrance of the Mortgaged Property may significantly and materially alter and reduce Mortgagee's security for the indebtedness secured hereby. Except as stated in this Article 5, Mortgagor covenants and agrees that Mortgagor shall not sell, contract to sell, dedicate, transfer, further encumber, restrict the use, assign, convey, grant an option, lease for a term in excess of five (5) years, or in any other manner dispose of, make a voluntary transfer of control of the Mortgaged Property, or permit any of the foregoing to be accomplished involuntarily, by operation of law, or otherwise (collectively a "Transfer of the Mortgaged Property"), without Mortgagee's written consent during the term of the Mortgage. Consent to any one transfer shall not be deemed to be consent to any other.

(B) **Permitted Encumbrances.** Notwithstanding any provision of subparagraph (A), Mortgagee consents to the transfer or encumbrance of the Mortgaged Property as needed for approvals, sewer and water utility commitments, roadway easements, and other commitments that may be required, recommended, strategic, or provident in connection with development of the Project Property in accord with the Project Plans. Mortgagee shall permit the Mortgagor, or Mortgagor's professional consultant(s), to act as agent for Mortgagee in connection with development of the Mortgaged Property in accord with the Project Plans.

(C) **Permitted Change in Entitlements.** Notwithstanding any provision of subparagraph (A), Mortgagee agrees that Mortgagor may modify the applicable zoning of all or any portion of the Mortgaged Property.

(E) **Right of Assignment:** Notwithstanding any provision of subparagraph (A), Mortgagor shall have the right from time to time, as Mortgagor determines in Mortgagor's sole and absolute discretion, to assign the Mortgaged Property to an affiliated entity without Mortgagee's written consent. Mortgagor's duties to Mortgagee shall not be assigned and Mortgagor shall remain the obligor under this Mortgage.

6. **Eminent Domain.** Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

(A) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor in amounts not exceeding the principal and interest then due under the Note, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor up to the amount of principal and interest then due under the Short-Term Note (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(B) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all reasonable costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. **Foreclosure and Redemption Period:** Upon the occurrence of any of the Events of Default specified in Paragraph 4 above, after providing Mortgagor with written notice and an opportunity to cure as provided herein, Mortgagee shall be entitled, at its option, to foreclose this Mortgage pursuant to the laws of the State of New Mexico. If this Mortgage is foreclosed, the redemption period after judicial sale shall be one (1) month in lieu of nine (9) months, as provided in N.M.S.A. 1978, Section 39-5-19. In the event of a judicial sale hereunder, Mortgagee may become the purchaser of the Mortgaged Property, or any part thereof, and the proceeds arising from any such sale shall be applied first, to the payment of the cost and expenses of foreclosure, including reasonable attorneys' fees; second, to the payment of all taxes, assessments, liens, charges, advances or other sums then owing under this Mortgage; third, to the payment of all interest then due under the Note; and fourth, to the payment of all principal then due under the Note. In the event of foreclosure, Mortgagee agrees that it shall not interfere with Mortgagor's rights of ingress or egress under any express easement or right of way declaration respecting any Release Parcel.

8. **No Waiver:** The failure, omission or forbearance of Mortgagee in exercising any right or

remedy under this Mortgage or afforded by law, upon the occurrence of any default in or breach by Mortgagor of any covenant, agreement or warranty contained in the Short-Term Note or this Mortgage, shall not constitute an implied waiver of any such covenant, agreement or warranty and shall not preclude Mortgagee from exercising any said right or remedy upon the occurrence of a subsequent default or breach by Mortgagor of the same or a similar covenant, agreement or warranty. Any written or express waiver by Mortgagee of any such default or breach of Mortgagor shall be operative only to the extent and for the time stated therein.

9. **Final Release.** When the indebtedness evidenced by the Short-Term Note or secured by this Mortgage is paid in full, and if Mortgagor has observed, performed and discharged all of the obligations of Mortgagor to Mortgagee under the Short-Term Note and this Mortgage, then Mortgagor shall prepare a proper release and Mortgagee will execute and effect delivery of the release to Mortgagor or as Mortgagor directs within seventy-two (72) hours of receiving the final payment. It shall be the responsibility of Mortgagor to cause the release to be filed of record and to pay all costs incident thereto.

10. **Modification.** No change, amendment, modification, cancellation or discharge of this Mortgage shall be valid unless in writing, signed by Mortgagee.

11. **Attorney's Fees and Costs:** If Mortgagee is required to retain an attorney to send a demand notice to Mortgagor or to otherwise enforce Mortgagee's rights under the Short-Term Note or this Mortgage, Mortgagor shall reimburse Mortgagee for all reasonable attorneys' fees, costs and expenses paid or incurred by Mortgagee in connection therewith, including, but not limited to those incurred in the foreclosure or other enforcement of the Short-Term Note or this Mortgage, any condemnation action, and any action to protect Mortgagee's security or liens and any action in bankruptcy or probate. Notwithstanding the foregoing, in the event that any suit is brought by either party to interpret or enforce this Mortgage or the Short-Term Note, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses and costs of court incurred in connection therewith.

12. **Notices.** Any notices given hereunder shall be given in the manner set forth in the Short-Term Note, at the address for such person set forth above, unless such person has designated another address by notice to the other person given in accordance with the Short-Term Note, in which event at such new address.

13. **Further Instruments:** Mortgagor shall properly execute and deliver, or cause to be properly executed and delivered, from time to time at the request of Mortgagee all such further deeds, conveyances, mortgages, security agreements, financing statements, assignments of leases now existing or hereafter entered into and covering all or portions of the Mortgaged Property, transfers and such other assurances as the Mortgagee may require for better assuring, mortgaging, pledging, assigning and confirming unto the Mortgagee the Mortgaged Property and the title thereto.

14. **Severability:** If any provision of this Mortgage shall be determined to be inoperative under law, all remaining provisions of this Mortgage shall remain in full force and effect.

15. **Time of Essence:** Time is of the essence with respect to the performance and payment by Mortgagor of all obligations under the Short-Term Note and this Mortgage.

16. **Benefit:** The covenants, agreements and warranties contained in this Mortgage shall be


binding upon and inure to the benefit of the respective heirs, executors, administrators, successors in interest and assigns of Mortgagor and Mortgagee.

17. **Right of Access:** Mortgagee shall have a non-exclusive right of ingress and egress through Parcel A during the term of the Short-Term Note, provided that Mortgagee exercises such right in a way that does not interfere with Mortgagor's development of the Mortgaged Property in accord with the Project Plans. Mortgagee acknowledges that the Mortgaged Property is currently undeveloped with naturally occurring hazardous conditions and that hazardous conditions will be present in connection with any construction activity on the Mortgaged Property. Mortgagee's right of ingress and egress is at Mortgagee's own risk, and Mortgagee herein waives all claims against Mortgagor and its members, managers, contractors, subcontractors, employees and agents and their respective employees and agents for death, personal injury or property damage caused by any person or thing during such ingress or egress. Mortgagee agrees to indemnify, defend and hold harmless Mortgagor from any claims, demands, loss, damages, liability or other expense including, without limitation, legal fees, arising out of Mortgagee's ingress and egress through the Mortgaged Property.

IN WITNESS WHEREOF Mortgagor has executed this Mortgage the date first written above.

MORTGAGOR:

HOT SPRINGS LAND DEVELOPMENT, LLC,
a New Mexico limited liability company

By: 

Name: Gregory B. Neal


Title: Authorized Signatory Member

Book 111
Page 2361

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was duly acknowledged before me on April 16th, 2008, by Gregory B. Neal, Authorized Signatory Member of HOT SPRINGS LAND DEVELOPMENT, LLC, a New Mexico limited liability company.


Notary Public

My commission expires:
2/3/2012

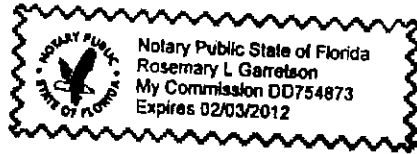


Exhibit A

Book 111
Page 2362

(Mortgaged Property-

2,234.65 acres, m.o.l., that comprises Parcel A (that lies to the east of I-25 within the Project; less and except the one thousand (1,000) feet running west-to-east from the eastern edge of the eastern road right-of-way line of Interstate-25 within the Project from north to south through Sections 20, 21 28 and 33, to and including the eastern edge convergence of State Road 181, Interstate-25 Exit 83 and State Road 195 running along SR 195 on its northern right-of-way line to the southern edge of Parcel A, all as more particularly described in the legal description attached hereto as "Parcel A".

PARCEL "A"

LEGAL DESCRIPTION

(2,234.65 ACRES)

A tract of land situate in Sections 21, 27, 28, 33 and 34, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit:

- Beginning at the NW corner of this tract, whence the NW corner of Section 21, Township 12 South, Range 4 West, bears N89°40'W, a distance of 157.77 feet;
- Thence, S89°40'E, a distance of 2480.58 feet to an angle point in this tract, the north ¼ corner of Section 21;
- Thence, S89°40'E, a distance of 2638.35 feet to an angle point in this tract, the NE corner of Section 21;
- Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the east ¼ corner of Section 21;
- Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the SE corner of Section 21;
- Thence, S89°46'E, a distance of 2605.02 feet to an angle point in this tract, the north ¼ corner of Section 27;
- Thence, N89°51'E, a distance of 2255.22 feet to an angle point in this tract, the closing corner between Sections 22, 27 and the Pedro Armendaris Grant No. 33;
- Thence, S00°02'W, a distance of 4289.34 feet to an angle point in this tract, being MP 20 on the west boundary of the Pedro Armendaris Grant No. 33;
- Thence, S00°09'W, a distance of 926.64 feet to an angle point in this tract, the closing corner between Sections 27, 34 and the Pedro Armendaris Grant No. 33;
- Thence, S00°09'W, a distance of 4387.68 feet to an angle point in this tract, being MP 21 on the west boundary of the Pedro Armendaris Grant No. 33;
- Thence, S00°11'W, a distance of 871.86 feet to the SE corner of this tract, the closing corner between Sections 34, 3 and the Pedro Armendaris Grant No. 33;
- Thence, S89°54'W, a distance of 2198.46 feet to an angle point in this tract, the south ¼ corner of Section 34;
- Thence, S89°57'W, a distance of 2060.73 feet to an angle point in this tract, a point on the north right-of-way of State Road 195;
- Thence, along said right-of-way, N60°17'15"W, a distance of 627.80 feet to a point of curvature;
- Thence, along said right-of-way, along the arc of a curve to the right having a radius of 392.00 feet, a central angle of 44°56'41", a distance of 307.50 feet to a point of tangency, (ch = N37°48'55"W, 299.67 feet);
- Thence, along said right-of-way, N15°20'35"W, a distance of 172.70 feet to a point of curvature;
- Thence, along said right-of-way, along the arc of a curve to the left having a radius of 702.00 feet, a central angle of 34°04'56", a distance of 417.58 feet to a point of tangency, (ch = N32°23'03"W, 411.45 feet);
- Thence, along said right-of-way, N49°25'31"W, a distance of 542.68 feet to a point of curvature;
- Thence, along said right-of-way, along the arc of a curve to the left having a radius of 950.00 feet, a central angle of 21°00'44", a distance of 348.40 feet to a point of tangency, (ch = N59°55'53"W, 346.45 feet);
- Thence, along said right-of-way, N70°26'15"W, a distance of 142.54 feet to a point of curvature;
- Thence, along said right-of-way, along the arc of a curve to the right having a radius of 850.00 feet, a central angle of 08°49'14", a distance of 130.85 feet to an angle point in this tract, (ch = N66°01'38"W, 130.73 feet);
- Thence, N15°00'26"W, a distance of 14602.88 feet to the place of beginning.

Return To:
Sierra County Title Co.
P.O. Box 707 Sta. (505) 692-9315
Tomb of Confederates, NM 87501

Book 111
Page 2364

08 C 15350

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
Instrument was filed for record on the
16th day of April A.D., 2008
at 4:55 o'clock P. M. and duly
recorded in book 111 page 2355-2364
Fee \$ 27.00
James A Sanchez
County Clerk, Sierra County, N. Mex
By Carrie Orser
Deputy

AMENDED AND RESTATED MORTGAGE

THIS MORTGAGE is made this 11th day of March, 2009 by HOT SPRINGS LAND DEVELOPMENT, LLC a New Mexico limited liability company, whose address is 3816 W. Linebaugh Ave., Suite 210, Tampa, Florida 33618 (herein referred to as the "Mortgagor"), in favor of WOLF 1, LLC, a Florida limited liability company ("Mortgagee," which term includes successors in interest and assigns), whose address is 5127 Tarragona Drive, Orlando, Florida 32837 and amends and restates in total the Mortgage from Mortgagor to Mortgagee dated the 16th day of April, 2008, and recorded or filed in Book 111 at page 2355 et seq.

WITNESSETH:

A. Mortgagor is the owner of the fee simple surface estate interest in certain real estate situate in Sierra County, New Mexico, comprising approximately 7,387 acres more or less ("Project Property").

B. Mortgagor and Mortgagee have entered into a Promissory Note (the Note") of even date herewith. Pursuant to the Note, Mortgagor will pledge land within the Project Property as collateral securing the Note. This land, approximately 4,504.46 acres, and referenced in the Note as "Collateral as more particularly described in the Letter of Intent of even date herewith.

C. Mortgagor has indebted itself to Mortgagee pursuant to the Note of even date herewith in the principal amount of up to Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), but not less than four million dollars Three Hundred Thirty Five Thousand (\$4,335,000) plus interest at the rate of 8% per annum, payable on or before three years from the date of an original Short-Term Note, which Short-Term Note has been merged into the Promissory Note above referenced, and Mortgage (the "Maturity Date", or April 15, 2011), with all principal and accrued and unpaid interest due on the Maturity Date, with no prepayment penalty, all as more particularly described in the Note.

D. Mortgagor intends to design and develop a mixed-use real estate project on the Project Property. Mortgagor's plans, as they may be formalized, amended, substituted, or revised from time to time as Mortgagor determines in Mortgagor's sole and absolute discretion, are described herein as "Project Plans."

E. This lien of this Mortgage binds the 4,504.46 acres of the Project Property as it may be amended from time to time ("Mortgaged Property"). No other land within the Project Property is part of the Mortgaged Property.

NOW, THEREFORE, Mortgagor, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby irrevocably grant, bargain, sell, transfer and convey and assign the Mortgaged Property to Mortgagee, with mortgage covenants and upon the statutory mortgage condition.

TOGETHER with all the surface estate, right, title and interest of the Mortgagor in and to the Mortgaged Property and all the easements, hereditaments, entitlements, reversions, remainders, rents, issues, profits, pertaining to the surface estate thereunto. The mineral estate is owned by the New Mexico State Land Office.

TOGETHER with all buildings, structures or other improvements existing or hereafter constructed upon the Mortgaged Property; and

TOGETHER with all fixtures now or hereafter owned or acquired by Mortgagor and incorporated in or annexed to the Mortgaged Property, all of which shall be deemed to be and remain a part of the realty and are hereby covered by the lien of this Mortgage.

TO HAVE AND TO HOLD the same unto Mortgagee forever for the purpose of securing, in such order of priority as Mortgagee may determine: (a) payment of the indebtedness in accordance with the terms as evidenced by the Note, including any and all extensions or renewals thereof, with interest thereon; and (b) any advances made by Mortgagee on behalf of Mortgagor including any advances made pursuant to the terms of this Mortgage; and (c) the performance of all agreements, covenants and warranties contained in this Mortgage and the Note. This Mortgage secures the principal due and owing under the Note, not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).

Mortgagor warrants that: it is well seized of the surface estate of the Mortgaged Property, it has good right and full power and lawful authority to convey and mortgage the surface estate of the Mortgaged Property, the Mortgaged Property is free and clear of all liens and encumbrances whatsoever, except for reservations, restrictions and easements of record as of the date hereof, and taxes for the current and subsequent years (collectively the "Permitted Exceptions"); and it shall and will warrant and forever defend the title to the Mortgaged Property against all and every person claiming the whole or any part thereof, except for the Permitted Exceptions.

Mortgagor further covenants with Mortgagee as follows:

1. **Payment of Principal and Interest:** Mortgagor shall promptly pay when due all principal and interest due under the terms of the Note.

2. **Taxes, Assessments and Charges:** Mortgagor will pay when due all taxes of every kind and nature, including real and personal property taxes and income, franchise, withholding, profit and gross receipts taxes, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, all gas, electric, utility or other public charges imposed upon or assessed against it or the Mortgaged Property, or any part thereof, or upon revenues, rents, issues, income and profits of the Mortgaged Property arising from the use, occupancy or possession of the Mortgaged Property.

3. **Insurance:** Mortgagor covenants that at any time Mortgagor carries public liability insurance concerning the Mortgaged Property against claims for bodily injury, death or property damage occurring on, in or about the Mortgaged Property, Mortgagor shall cause Mortgagee to be named as a co-insured, and Mortgagor shall pay all premiums on such insurance coverage. Any such policy of liability insurance must contain a provision requiring that Mortgagee shall receive at least thirty (30) days prior written notice of cancellation.

4. **Events of Default:** It shall constitute an "Event of Default" under this Mortgage and under the Note if any of the following events or conditions occurs and Mortgagor fails to cure same (i) within five (5) calendar days after receiving written notice from the Mortgagee with respect to item (A) below, and (ii) within and fifteen (15) calendar days after receiving written notice from the Mortgagee with respect to items (B), (C), (D) and (E) below:

- (A) the failure of Mortgagor to make any payment of principal and interest required by the terms of the Note, or any amount required by this Mortgage;
- (B) the failure of Mortgagor to fully and faithfully perform its covenants and agreements under the Note or this Mortgage;
- (C) the failure of Mortgagor to pay when due taxes and insurance premiums required by this Mortgage;
- (D) a Transfer of the Mortgaged Property in violation of the terms of this Mortgage without complying with the provisions of paragraph 5(B); or
- (E) upon the commission of any other act which would, under the applicable provisions of the Federal Bankruptcy Code, permit the filing of a petition for bankruptcy or reorganization by or against Mortgagor.

Notwithstanding the foregoing, if any of the events or conditions described in items (B), (C), (D) and (E) above cannot be cured during such fifteen (15) day period with the exercise of reasonable diligence by Mortgagor, Mortgagee shall, upon request, allow Mortgagor up to thirty (30) calendar days after initial receipt of written notice to cure such event or condition.

Upon the occurrence of an Event of Default, Mortgagee shall have the option to enforce Mortgagee's remedies under the Note and this Mortgage

5. Transfers; Releases; Permitted Actions; Reappraisal.

(A) **Transfer Prohibited.** Mortgagor hereby acknowledges that the sale, assignment, trade, or other transfer or further encumbrance of the Mortgaged Property may significantly and materially alter and reduce Mortgagee's security for the indebtedness secured hereby. Except as stated in this Article 5, Mortgagor covenants and agrees that Mortgagor shall not sell, dedicate, transfer, further encumber, restrict the use, assign, convey, grant an option, lease for a term in excess of five (5) years, or in any other manner dispose of, make a voluntary transfer of control of the Mortgaged Property, or permit any of the foregoing to be accomplished involuntarily, by operation of law, or otherwise (collectively a "Transfer of the Mortgaged Property"), to the extent that said Transfer reduces Mortgagee's security for the indebtedness secured herein below an amount such that the remaining property shall be valued less than 125% of the remaining outstanding debt.. At all times Mortgagor shall have pledged property which value exceeds 125% of the outstanding indebtedness, and Mortgagee has agreed to partial releases of secured property in excess of those amounts. Notwithstanding the above, Mortgagee may consent in writing to any other such Transfer.

(B) **Permitted Encumbrances.** Notwithstanding any provision of subparagraph (A), Mortgagee consents to the transfer or encumbrance of the Mortgaged Property as needed for approvals, sewer and water utility commitments, roadway easements, and other commitments that may be required, recommended, strategic, or provident in connection with development of the Project Property in accord with the Project Plans. Mortgagee shall permit the Mortgagor, or Mortgagor's professional consultant(s), to act as agent for Mortgagee in connection with development of the Mortgaged Property in accord with the Project Plans.

(C) **Permitted Change in Entitlements.** Notwithstanding any provision of

subparagraph (A), Mortgagee agrees that Mortgagor may modify the applicable zoning of all or any portion of the Mortgaged Property.

(E) **Right of Assignment:** Notwithstanding any provision of subparagraph (A), Mortgagor shall have the right from time to time, as Mortgagee determines in Mortgagor's sole and absolute discretion, to assign the Mortgaged Property to an affiliated entity without Mortgagee's written consent. Mortgagor's duties to Mortgagee shall not be assigned and Mortgagor shall remain the obligor under this Mortgage.

6. **Eminent Domain.** Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

(A) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefore in amounts not exceeding the principal and interest then due under the Note, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor up to the amount of principal and interest then due under the Note (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(B) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting there from all reasonable costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

7. **Foreclosure and Redemption Period:** Upon the occurrence of any of the Events of Default specified in Paragraph 4 above, after providing Mortgagor with written notice and an opportunity to cure as provided herein, Mortgagee shall be entitled, at its option, to foreclose this Mortgage pursuant to the laws of the State of New Mexico. If this Mortgage is foreclosed, the redemption period after judicial sale shall be one (1) month in lieu of nine (9) months, as provided in N.M.S.A. 1978, Section 39-5-19. In the event of a judicial sale hereunder, Mortgagee may become the purchaser of the Mortgaged Property, or any part thereof, and the proceeds arising from any such sale shall be applied first, to the payment of the cost and expenses of foreclosure, including reasonable attorneys' fees; second, to the payment of all taxes, assessments, liens, charges, advances or other sums then owing under this Mortgage; third, to the payment of all interest then due under the Note; and fourth, to the payment of all principal then due under the Note. In the event of foreclosure, Mortgagee agrees that it shall not interfere with Mortgagor's rights of ingress or egress under any express easement or right of way declaration respecting any Release Parcel.

8. **No Waiver:** The failure, omission or forbearance of Mortgagee in exercising any right or remedy under this Mortgage or afforded by law, upon the occurrence of any default in or breach by Mortgagor of any covenant, agreement or warranty contained in the Note or this Mortgage, shall not

constitute an implied waiver of any such covenant, agreement or warranty and shall not preclude Mortgagee from exercising any said right or remedy upon the occurrence of a subsequent default or breach by Mortgagor of the same or a similar covenant, agreement or warranty. Any written or express waiver by Mortgagee of any such default or breach of Mortgagor shall be operative only to the extent and for the time stated therein.

9. **Final Release.** When the indebtedness evidenced by the Note or secured by this Mortgage is paid in full, and if Mortgagor has observed, performed and discharged all of the obligations of Mortgagor to Mortgagee under the Note and this Mortgage, then Mortgagor shall prepare a proper release and Mortgagee will execute and effect delivery of the release to Mortgagor or as Mortgagor directs within seventy-two (72) hours of receiving the final payment. It shall be the responsibility of Mortgagor to cause the release to be filed of record and to pay all costs incident thereto. Note that according to provisions of the loan agreement and Note of even date, Lender may periodically agree to partial releases of the subject property.

10. **Modification.** No change, amendment, modification, cancellation or discharge of this Mortgage shall be valid unless in writing, signed by Mortgagee.

11. **Attorney's Fees and Costs:** If Mortgagee is required to retain an attorney to send a demand notice to Mortgagor or to otherwise enforce Mortgagee's rights under the Note or this Mortgage, Mortgagor shall reimburse Mortgagee for all reasonable attorneys' fees, costs and expenses paid or incurred by Mortgagee in connection therewith, including, but not limited to those incurred in the foreclosure or other enforcement of the Note or this Mortgage, any condemnation action, and any action to protect Mortgagee's security or liens and any action in bankruptcy or probate. Notwithstanding the foregoing, in the event that any suit is brought by either party to interpret or enforce this Mortgage or the Note, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses and costs of court incurred in connection therewith.

12. **Notices.** Any notices given hereunder shall be given in the manner set forth in the Note, at the address for such person set forth above, unless such person has designated another address by notice to the other person given in accordance with the Note, in which event at such new address.

13. **Further Instruments:** Mortgagor shall properly execute and deliver, or cause to be properly executed and delivered, from time to time at the request of Mortgagee all such further deeds, conveyances, mortgages, security agreements, financing statements, assignments of leases now existing or hereafter entered into and covering all or portions of the Mortgaged Property, transfers and such other assurances as the Mortgagee may require for better assuring, mortgaging, pledging, assigning and confirming unto the Mortgagee the Mortgaged Property and the title thereto.

14. **Severability:** If any provision of this Mortgage shall be determined to be inoperative under law, all remaining provisions of this Mortgage shall remain in full force and effect.

15. **Time of Essence:** Time is of the essence with respect to the performance and payment by Mortgagor of all obligations under the Note and this Mortgage.

16. **Benefit:** The covenants, agreements and warranties contained in this Mortgage shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors in interest and assigns of Mortgagor and Mortgagee.

17. **Right of Access:** Mortgagee shall have a non-exclusive right of ingress and egress through Parcel A during the term of the Note, provided that Mortgagee exercises such right in a way that does not interfere with Mortgagor's development of the Mortgaged Property in accord with the Project Plans. Mortgagee acknowledges that the Mortgaged Property is currently undeveloped with naturally occurring hazardous conditions and that hazardous conditions will be present in connection with any construction activity on the Mortgaged Property. Mortgagee's right of ingress and egress is at Mortgagee's own risk, and Mortgagee herein waives all claims against Mortgagor and its members, managers, contractors, subcontractors, employees and agents and their respective employees and agents for death, personal injury or property damage caused by any person or thing during such ingress or egress. Mortgagee agrees to indemnify, defend and hold harmless Mortgagor from any claims, demands, loss, damages, liability or other expense including, without limitation, legal fees, arising out of Mortgagee's ingress and egress through the Mortgaged Property.

IN WITNESS WHEREOF Mortgagor has executed this Mortgage the date first written above.

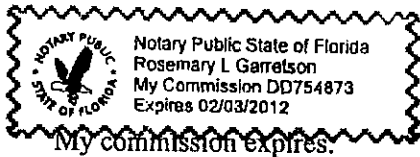
MORTGAGOR: HOT SPRINGS LAND DEVELOPMENT, LLC,
a New Mexico limited liability company

BY: [Signature]
NAME: GREGORY B. NEAL
TITLE: AUTHORIZED SIGNATORY MEMBER

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

The foregoing instrument was duly acknowledged before me on March 11th, 2009, by Gregory B. Neal, Authorized Signatory Member of HOT SPRINGS LAND DEVELOPMENT, LLC, a New Mexico limited liability company.



[Signature]
Notary Public

Exhibit A

(Mortgaged Property- Description)

2,234.65 acres, m.o.l., that comprises Parcel A (that lies to the east of I-25 within the Project; less and except the one thousand (1,000) feet running west-to-east from the eastern edge of the eastern road right-of-way line of Interstate-25 within the Project from north to south through Sections 20, 21 28 and 33, to and including the eastern edge convergence of State Road 181, Interstate-25 Exit 83 and State Road 195 running along SR 195 on its northern right-of-way line to the southern edge of Parcel A, all as more particularly described in the legal description attached hereto.

AND:

Parcel B (1,924.63 acres, m.o.l., to the west of I-25 within the Project; see attached map and legal description) and

Parcel C (345.18 acres, m.o.l., to the west of I-25 within the Project; see attached map and legal description).

PARCEL "A"**LEGAL DESCRIPTION****(2,234.65 ACRES)**

A tract of land situate in Sections 21, 27, 28, 33 and 34, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, whence the NW corner of Section 21, Township 12 South, Range 4 West, bears N89°40'W, a distance of 157.77 feet;

Thence, S89°40'E, a distance of 2480.58 feet to an angle point in this tract, the north ¼ corner of Section 21;

Thence, S89°40'E, a distance of 2638.35 feet to an angle point in this tract, the NE corner of Section 21;

Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the east ¼ corner of Section 21;

Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the SE corner of Section 21;

Thence, S89°46'E, a distance of 2605.02 feet to an angle point in this tract, the north ¼ corner of Section 27;

Thence, N89°51'E, a distance of 2255.22 feet to an angle point in this tract, the closing corner between Sections 22, 27 and the Pedro Armendaris Grant No. 33;

Thence, S00°02'W, a distance of 4289.34 feet to an angle point in this tract, being MP 20 on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, S00°09'W, a distance of 926.64 feet to an angle point in this tract, the closing corner between Sections 27, 34 and the Pedro Armendaris Grant No. 33;

Thence, S00°09'W, a distance of 4387.68 feet to an angle point in this tract, being MP 21 on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, S00°11'W, a distance of 871.86 feet to the SE corner of this tract, the closing corner between Sections 34, 3 and the Pedro Armendaris Grant No. 33;

Thence, S89°54'W, a distance of 2198.46 feet to an angle point in this tract, the south ¼ corner of Section 34;

Thence, S89°57'W, a distance of 2060.73 feet to an angle point in this tract, a point on the north right-of-way of State Road 195;

Thence, along said right-of-way, N60°17'15"W, a distance of 627.80 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 392.00 feet, a central angle of 44°56'41", a distance of 307.50 feet to a point of tangency, (ch = N37°48'55"W, 299.67 feet);

Thence, along said right-of-way, N15°20'35"W, a distance of 172.70 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 702.00 feet, a central angle of 34°04'56", a distance of 417.58 feet to a point of tangency, (ch = N32°23'03"W, 411.45 feet);

Thence, along said right-of-way, N49°25'31"W, a distance of 542.68 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 950.00 feet, a central angle of 21°00'44", a distance of 348.40 feet to a point of tangency, (ch = N59°55'53"W, 346.45 feet);

Thence, along said right-of-way, N70°26'15"W, a distance of 142.54 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 850.00 feet, a central angle of 08°49'14", a distance of 130.85 feet to an angle point in this tract, (ch = N66°01'38"W, 130.73 feet);

Thence, N15°00'26"W, a distance of 14602.88 feet to the place of beginning.

PARCEL "B"

LEGAL DESCRIPTION
(1,924.63 acres)

A tract of land described as Sections 31 and 32, Township 12 South, Range 4 West, and Section 5, Township 13 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico.

PARCEL "C"

LEGAL DESCRIPTION
(345.18 ACRES)

A tract of land situate in Sections 19 and 20, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, said corner being the NW corner of Section 19, Township 12 South, Range 4 West;

Thence, S89°28'E, a distance of 2613.93 feet to an angle point in this tract, the north ¼ corner of Section 19;

Thence, S89°28'E, a distance of 2613.93 feet to an angle point in this tract, the NE corner of Section 19;

Thence, S88°42'E, a distance of 2043.84 feet to the NE corner of this tract, a point on the west right-of-way of State Road 181;

Thence, along said right-of-way, S20°33'E, a distance of 2628.80 feet to the SE corner of this tract, a point on the north right-of-way of State Road 52;

Thence, along said right-of-way, S68°35'W, a distance of 1129.53 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 1184.03 feet, a central angle of 39°34', a distance of 817.65 feet to a point of tangency, (ch = S88°22'W, 801.50 feet);

Thence, along said right-of-way, N71°51'W, a distance of 914.04 feet to an angle point in this tract;

Thence, S88°46'53"E, a distance of 1050.37 feet to an angle point in this tract;

Thence, N00°31'E, a distance of 1325.48 feet to an angle point in this tract;

Thence, N88°44'26"W, a distance of 1318.01 feet to an angle point in this tract;

Thence, S00°28'W, a distance of 1244.98 feet to an angle point in this tract, a point on the north right-of-way of State Road 52;

Thence, along said right-of-way, N71°51'W, a distance of 2285.29 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 5804.61 feet, a central angle of 05°52', a distance of 594.35 feet to a point of tangency, (ch = N74°47'W, 594.09 feet);

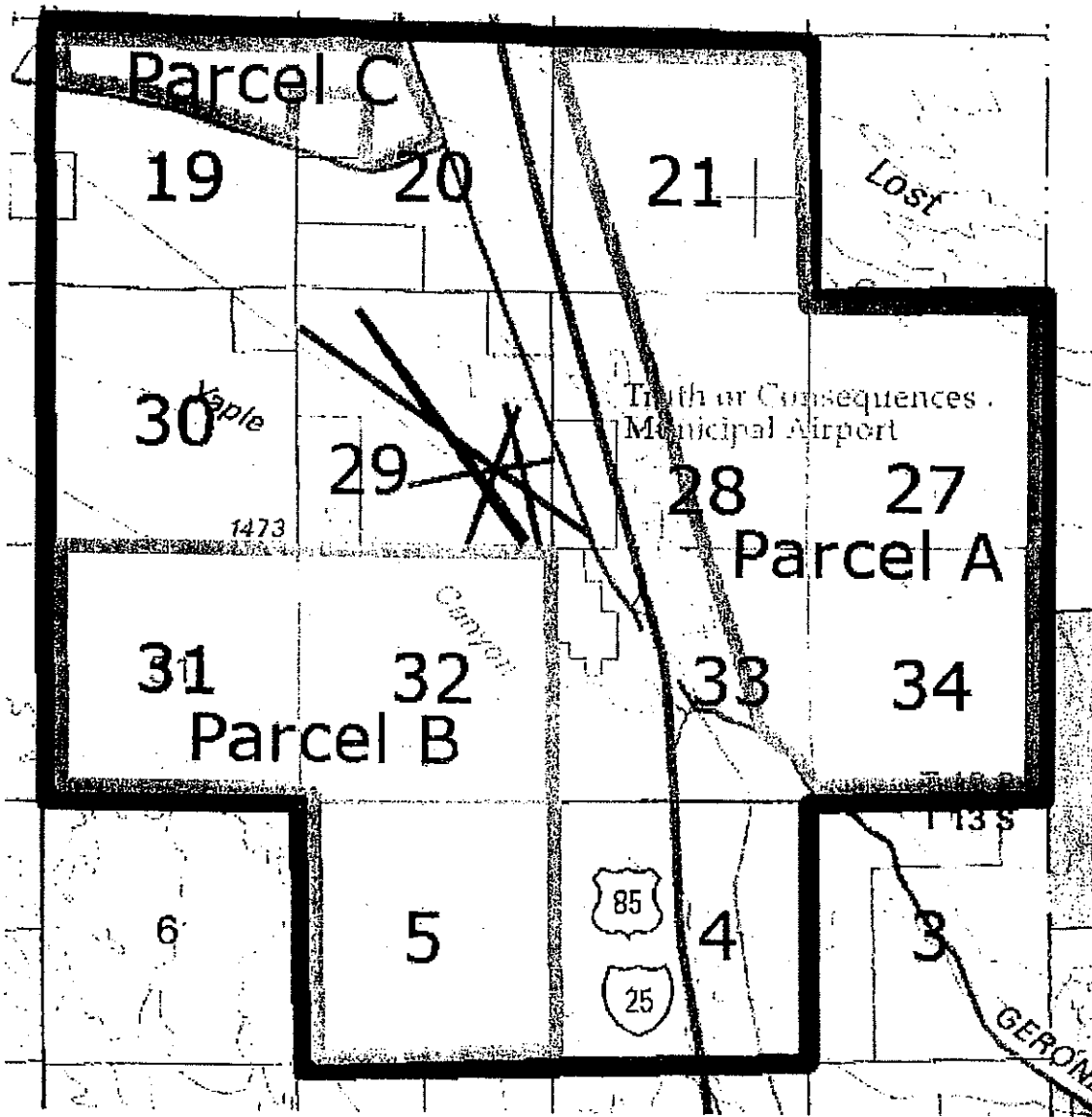
Thence, along said right-of-way, N77°43'W, a distance of 261.57 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 7714.44 feet, a central angle of 04°03', a distance of 545.30 feet to a point of tangency, (ch = N79°44'30"W, 545.19 feet);

Thence, along said right-of-way, N81°46'W, a distance of 1688.95 feet to the SW corner of this tract;

Thence, N00°05'W, a distance of 1357.19 feet to the place of beginning.

GRAPHIC REPRESENTATION OF 4,504.46 ACRES FOR COLLATERAL



PROMISSORY NOTE

Up to \$7,500,000.00

March 11, 2009
Sierra County, New Mexico

FOR VALUE RECEIVED, HOT SPRINGS LAND DEVELOPMENT, LLC, a New Mexico limited liability company located at 3816 W. Linebaugh Avenue, Tampa, Florida 33618 ("Borrower"), promises to pay WOLF 1, LLC, a Florida limited liability company ("Holder") or order, at 5127 Tarragona Drive, Orlando, Florida 32837, or such other place as Holder may designate in writing, in lawful money of the United States of America, the principal sum of up to Seven Million Five Hundred Thousand Dollars (\$7,500,000.00), but not less than Four Million Three Hundred Thirty-Five Thousand Dollars (\$4,335,000) together with interest which shall accrue thereon and other amounts which may become due in accordance with the provisions listed below for this Promissory Note (the "Note"). All advanced proceeds under this note shall be recorded by Lender and Borrower on Schedule "A", which is attached and incorporated into this document. On April 15, 2008, Borrower and Holder entered into a Short-Term note, which Note shall be merged into this Note at the date of this Note. Any inconsistencies between this Note and the Short-Term Note shall be resolved in favor of the terms of this Note, which shall control.

1. **Principal.** Holder and Borrower have entered into a Letter of Agreement (the "Letter of Agreement") of even date herewith governing specific terms and conditions of the loan evidenced by this Note. As more particularly described in the Letter of Agreement, in addition to the merger of the Short-Term Note as designated above, Holder may fund an additional \$500,000 on the loan, as above stated, on or before five business days after Borrower delivers to Holder the Amended and Restated Mortgage given to secure this Promissory Note and the remainder on or before December 31, 2009. The principal due and owing under this Note at any given time is limited to the actual amount funded by Holder pursuant to the Letter of Agreement.

2. **Interest Rate.** Interest shall accrue and be earned on the outstanding principal balance of this Note at an annual rate equal to eight percent (8%).

3. **Payment of Principal and Interest.** As more particularly described in the Letter of Intent, all principal and accrued interest shall be due and payable in full, without notice or demand, on or before sixty (60) days after April 15, 2011 (the "Maturity Date"). All principal and interest payments and all other sums payable under this Note shall be paid in lawful money of the United States of America.

4. **Prepayment.** Borrower may prepay this Note at any time without penalty, and the interest amount shall be reduced accordingly in a pro rata amount.

5. **Security.** This Note is secured by a Mortgage (the "Mortgage") of even date herewith, encumbering the surface estate of certain real property (the "Property") located in Sierra County, New Mexico, as more particularly described therein as 4,504.46 Parcel A and other identified parcels in the Letter of Agreement. This Note evidences a NON-RECOURSE loan.

6. **Default.** In the event that Holder decides, in its sole discretion, not to fund a total amount of \$5,750,000 (Approximately the agreed Note amount less the pre-funded interest) in accordance with the terms of the Loan Agreements then Holder shall not declare an event of default on Hot Springs unless Hot Springs fails or refuses to secure other third-party funding to satisfy the principal and accrued interest of this Note within ninety (90) days after the Maturity Date. In the event that Hot Springs is

required to seek third party refinancing during the said ninety (90) day period, the said 8% per annum interest rate shall continue to accrue for the benefit of Holder until paid.

In the event of the occurrence of an Event of Default (herein so called) as defined and described above and in the Letter of Agreement and in the Mortgage, Holder may at its option, among any other remedies available to Holder under this Note or the Mortgage, declare immediately due and payable the entire unpaid principal balance hereof, together with all interest thereon, and exercise all legal remedies applicable to a non-recourse Note. Holder's failure or delay in exercising any remedy upon Borrower's default shall not constitute a waiver of that or any other default and, without limitation, Holder's acceptance of partial payments on the Note shall not constitute a waiver of any default. Any notice required or permitted to be given to Borrower herein or pursuant to the Mortgage shall be in writing and may be hand-delivered (including by recognized overnight courier services) or mailed by registered or certified mail, return receipt requested, or by to the addresses of the parties set forth in the Mortgage. If any written notice is mailed, it shall be deemed effective on the earlier of actual receipt or on the third (3rd) calendar day following date of mailing.

The failure to exercise any of the options available to Holder upon the happening of one or more of the foregoing events shall not constitute a waiver of the right to exercise the same or any other option at any subsequent time with respect to the same event or any other event. The acceptance by the Holder of any payment hereunder which is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing options at that time or at any subsequent time or nullify any prior exercise of any such option except as and to the extent otherwise provided by law.

Notwithstanding the foregoing, upon the occurrence of an Event of Default under this Note or the Mortgage, the entire unpaid principal balance hereof shall earn interest at the rate of ten percent (10%) per annum from and after the date of the Event of Default.

7. **Court Costs, Attorney's Fees and Expenses; Late Fee;** If Holder is required to retain an attorney to send a demand notice hereunder or to otherwise enforce Holder's rights under this Note or the Mortgage, Borrower shall reimburse Holder for all reasonable attorneys' fees, costs and expenses paid or incurred by Holder in connection therewith, including, but not limited to those incurred in the foreclosure or other enforcement of this Note or the Mortgage, any condemnation action, and any action to protect Holder's security or liens and any action in bankruptcy or probate. Notwithstanding the foregoing, in the event that Borrower prevails against Holder in any suit brought by either party to interpret or enforce the Mortgage or this Note, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses and costs of court incurred in connection therewith. In addition to all other remedies available to Holder as provided in this Note or in the Mortgage, in the event that Holder has not received the full amount of any payment within ten (10) days after the date due, including the balance due at maturity, Borrower will pay to Holder a late charge in the amount of One Thousand Dollars (\$1,000).

8. **Governing Law.** This Note shall be governed as to validity, interpretation, construction, effect, enforceability and in all other respects by the laws of Florida. Borrower consents to the personal jurisdiction of any court located within Orange County, Florida, with respect to any lawsuit to collect this Note.

9. **Severability.** If a court of competent jurisdiction determines that any provision of this Note or the Mortgage is invalid or unenforceable, then the remaining provisions shall continue in full force and effect.

10. **Additional Covenants.** Except as otherwise provided in this Note, Borrower hereby waives presentment, protest and demand, notice of protest, demand and dishonor and notice of non-payment of this Note and hereby agrees that no extension of the time for payment of this Note, no waiver of any default, no release of any security for this Note and no indulgence of any sort shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note.

SIGNATURE PAGE TO PROMISSORY NOTE DATED March 11, 2009

BORROWER:

HOT SPRINGS LAND DEVELOPMENT, LLC,
A New Mexico limited liability company

By: GB Neal

Name: Gregory B. Neal

Title: Authorized Signatory Member

SCHEDULE A

February 24, 2009: Merger of the balance of the short-term Note dated April 15, 2008

\$4,335,000

LETTER OF AGREEMENT
March 11, 2009

This letter agreement sets forth the terms and conditions under which Hot Springs Land Development, LLC, a New Mexico limited liability company (HSLD) whose address is 3816 W. Linebaugh Avenue, Tampa, Florida 33618 hereby enters into a non-recourse loan agreement with WOLF 1, LLC ("Lender") whose mailing address is 5127 Tarragona Drive, Orlando, Florida 32837. The loan will be initially secured by a mortgage of first position on approximately 4,505.46 acres of land owned by HSLD, located in Sierra County, New Mexico (the "Agreement").

The parties agree as follows:

- 1. NOTE:** Lender may fund up to \$7,500,000.00 (the "Principal"), but no less than \$4,335,000 to HSLD for the purpose of utilizing the funds to assist in the design and development of a mixed-use real estate project comprising approximately 7,387 acres of identified land in Sierra County, New Mexico (the "Project") in accordance with the Use of Proceeds schedule attached hereto. The loan will be non-recourse to HSLD but will initially be secured by a first mortgage on approximately 4,504.46 acres of land within the Project (the "Collateral"). The amount loaned will include all amounts advanced in accordance with the Short Term Promissory Note dated 4-15-2008, as amended. All such amounts advanced according to the terms of the Short Term Note of 4-15-2008 and all interest accrued and due thereon still outstanding and unpaid as of the date of this Agreement will be merged into this agreement as principal and unpaid interest and the terms of this document will apply. The loan will be evidenced by a Note and an Amended and Restated Mortgage of even date in accordance with this agreement.
- 2. TERM:** The term of the loan will be for a period of three (3) years commencing on the date of the funding of the short-term note (April 16, 2008). Payments will be interest only for the term of the loan with one final balloon payment of the remaining principal due at the end of the three (3) year term, or on or before April 15, 2011. If principal amounts are repaid in whole or in part during the term of this note, there will be no pre-payment penalty.
- 3. INTEREST:** The interest will be at the annual rate of eight percent (8%). The interest only payments for the term of the loan, may be paid by HSLD from proceeds of the loan advanced, and designated as prefunded by Lender, but will not reduce the principal amount of \$5,750,000 available for payment. To the extent that the interest is not prefunded, the interest will accrue to the end of the term of the note. Lender will stipulate an amount from the funds advanced, not to exceed 8% annually on the amount funded for the remaining term of the loan, that Lender will require HSLD

to hold in an interest bearing escrow account, on the date of the prefunding with a Bank designated by Lender. The designated Bank will act as escrow agent ("Escrow Agent") for the Escrow Fund and Escrow Agent will be authorized and directed to pay to Lender, on a monthly basis following the date advanced, the accrued interest paid by the Bank on the Escrow Fund during the Term hereof. If the Principal is prepaid prior to the completion of the Term hereof, the Escrow Fund will be prorated as of the date of closing on the early payment of the Principal and the remaining escrowed interest in the Escrow Fund not paid as of the date of closing on the early payment of the principal will be credited toward the Principal payment.

- 4. COLLATERAL:** The Collateral that will secure the first mortgage for the Lender will initially be the 4,504.46 acres, m.o.l., that comprises Parcel A (2,234 acres, m.o.l., to the east of I-25 within the Project; see attached map and legal description) less and except the one thousand (1,000) feet running west-to-east from the eastern edge of the eastern road right-of-way line of Interstate-25 within the Project from north to south through Sections 20, 21 28 and 33, to and including the eastern edge convergence of State Road 181, Interstate-25 Exit 83 and State Road 195 running along SR 195 on its northern right-of-way line to the southern edge of Parcel A, Parcel B (1,924.63 acres, m.o.l., to the west of I-25 within the Project; see attached map and legal description) and Parcel C (345.18 acres, m.o.l., to the west of I-25 within the Project; see attached map and legal description on Exhibit "A" ("Collateral").

Lender will have the right to ingress and egress easements through both Parcels A and B during the Term of the Loan. All other land within the Project not part of the legal descriptions attached hereto pertaining to Parcels A, B and C are not part of the Collateral. At such time as the Project is entitled, during the term of the Loan, through site plan approvals, sewer and water utility commitments and annexation by the City of Truth or Consequences, and the appraiser already selected by HSLD and approved by Lender licensed in the State of New Mexico, establishes a value on Parcel A and the residential identified properties that is equal to or greater than 125% of the Principal outstanding. Lender will release Parcels B and C from the Collateral securing the Mortgage and note, within thirty (30) days thereafter. Further, in the event Lender fails to fund the full \$5,750,000 Million in principal to HSLD by 12-31-2009, then Lender agrees to release land in Parcels B and C according to the provisions of this section. If the selected appraiser is not available or unable to perform the work, it will be the responsibility of HSLD to identify another licensed New Mexico appraiser, familiar with the local area and submit their qualifications to the Lender. Lender will agree to review the qualifications of an alternative appraiser if required and not unreasonably withhold approval.


The parties agree that if from time to time the Lender is under-collateralized (mortgaged property worth less than 125% of the outstanding Principal amount), then HSLD will encumber to the benefit of Lender additional land to raise the value of the mortgaged property to 125% of the then outstanding principal amount. Likewise, should the Lender be over-collateralized (mortgaged property worth more than 125% of the then outstanding principal amount), then the Lender will release a portion of the mortgaged property such that the remaining value will equal 125% of the then outstanding principal balance,

5. **PROFIT PARTICIPATION:** In addition to the interest earned Lender will also participate in the amount of fifteen percent (15%) of the net profits, defined as the sales price of the land received less the cost of the land, closing costs and realtor's fees derived by HSLD in the future sale by HSLD of any of the Collateral property located in Parcel A, whether such sale occurs during the Term of the Note or at anytime thereafter. If a sale closes prior to the funding deadline, the 125% of the appraised value is set aside for the funding and the profit participation remains at 15%. If a sale closes after the funding date, 125% of the appraised value will be used to reduce the outstanding balance of the promissory note.
6. **PRINCIPAL REDUCTION:** During the Term of the Note, if HSLD sells any of the property, within the Project, that is not Parcel A or otherwise part of the Collateral, HSLD will apply 40% of the net sale proceeds to reducing the Principal of the Note.
7. **RIGHT OF FIRST REFUSAL:** As further consideration for the above stated loan, HSLD grants to Lender the right of first refusal to provide to HSLD future loans or equity investments in the Project, in accordance with HSLD future Project development requirements.
8. **NOTE AND MORTGAGE:** A note and mortgage, as well as an escrow agreement will be prepared by Lender incorporating the terms of this Agreement for signature by HSLD and the Escrow Agent within ten (10) days of the date of this agreement.
9. **DISBURSEMENT OF FUNDS:** The date of the Note and mortgage is scheduled to be March 5, 2009, unless otherwise extended by the parties hereto.
10. **COLLATERAL RELEASES:** In the event that HSLD secures a purchaser or purchasers for a portion or portions of the Collateral during the Term of the Note, Lender agrees to release those portions of the Collateral to be purchased, pursuant to a payment formula to the Lender, that is based on the pro rata amount of land being purchased to the total amount of land in the collateralized parcel that is the subject of the purchase.

11. REPORTING: Lender has secured the services of LAMCO advisors to review, evaluate and report on the use of loan proceeds by HSLD. Lender required HSLD to submit to LAMCO not later than the 10th day following the end of each month, a statement of use of funds, including a cash flow analysis, in a form satisfactory to lender and its agents. Lender also requires HSLD to prepare and submit to LAMCO a progress report of the same date and time as to events the previous month that may impact or enhance the development of the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 11th day of MARCH, 2009.

HSLD:
Hot Springs Land Development, LLC



Gregory B. Neal
CEO and Member Manager

LENDER:
WOLF 1, LLC

By John Lohr, Authorized signor representing Members

EXHIBIT "A"

PARCEL "A"

LEGAL DESCRIPTION

(2,234.65 ACRES)

A tract of land situate in Sections 21, 27, 28, 33 and 34, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, whence the NW corner of Section 21, Township 12 South, Range 4 West, bears N89°40'W, a distance of 157.77 feet;

Thence, S89°40'E, a distance of 2480.58 feet to an angle point in this tract, the north ¼ corner of Section 21;

Thence, S89°40'E, a distance of 2638.35 feet to an angle point in this tract, the NE corner of Section 21;

Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the east ¼ corner of Section 21;

Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the SE corner of Section 21;

Thence, S89°46'E, a distance of 2605.02 feet to an angle point in this tract, the north ¼ corner of Section 27;

Thence, N89°51'E, a distance of 2255.22 feet to an angle point in this tract, the closing corner between Sections 22, 27 and the Pedro Armendaris Grant No. 33;

Thence, S00°02'W, a distance of 4289.34 feet to an angle point in this tract, being MP 20 on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, S00°09'W, a distance of 926.64 feet to an angle point in this tract, the closing corner between Sections 27, 34 and the Pedro Armendaris Grant No. 33;

Thence, S00°09'W, a distance of 4387.68 feet to an angle point in this tract, being MP 21 on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, S00°11'W, a distance of 871.86 feet to the SE corner of this tract, the closing corner between Sections 34, 3 and the Pedro Armendaris Grant No. 33;

Thence, S89°54'W, a distance of 2198.46 feet to an angle point in this tract, the south ¼ corner of Section 34;

Thence, S89°57'W, a distance of 2060.73 feet to an angle point in this tract, a point on the north right-of-way of State Road 195;

Thence, along said right-of-way, N60°17'15"W, a distance of 627.80 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 392.00 feet, a central angle of 44°S6'41", a distance of 307.50 feet to a point of tangency, (ch = N37°48'55"W, 299.67 feet);

Thence, along said right-of-way, N15°20'35"W, a distance of 172.70 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 702.00 feet, a central angle of 34°04'56", a distance of 417.58 feet to a point of tangency, (ch = N32°23'03"W, 411.45 feet);

Thence, along said right-of-way, N49°25'31"W, a distance of 542.68 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 950.00 feet, a central angle of 21°00'44", a distance of 348.40 feet to a point of tangency, (ch = N59°55'53"W, 346.45 feet);

Thence, along said right-of-way, N70°26'15"W, a distance of 142.54 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 850.00 feet, a central angle of 08°49'14", a distance of 130.85 feet to an angle point in this tract, (ch = N66°01'38"W, 130.73 feet);

Thence, N15°00'26"W, a distance of 14602.88 feet to the place of beginning.

PARCEL "B"

LEGAL DESCRIPTION

(1,924.63 acres)

A tract of land described as Sections 31 and 32, Township 12 South, Range 4 West, and Section 5, Township 13 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico.

PARCEL "C"

LEGAL DESCRIPTION

(345.18 ACRES)

A tract of land situate in Sections 19 and 20, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, said corner being the NW corner of Section 19, Township 12 South, Range 4 West;

Thence, S89°28'E, a distance of 2613.93 feet to an angle point in this tract, the north ¼ corner of Section 19;

Thence, S89°28'E, a distance of 2613.93 feet to an angle point in this tract, the NE corner of Section 19;

Thence, S88°42'E, a distance of 2043.84 feet to the NE corner of this tract, a point on the west right-of-way of State Road 181;

Thence, along said right-of-way, S20°33'E, a distance of 2628.80 feet to the SE corner of this tract, a point on the north right-of-way of State Road 52;

Thence, along said right-of-way, S68°35'W, a distance of 1129.53 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 1184.03 feet, a central angle of 39°34', a distance of 817.65 feet to a point of tangency, (ch = S88°22'W, 801.50 feet);

Thence, along said right-of-way, N71°51'W, a distance of 914.04 feet to an angle point in this tract;

Thence, S88°46'53"E, a distance of 1050.37 feet to an angle point in this tract;

Thence, N00°31'E, a distance of 1325.48 feet to an angle point in this tract;

Thence, N88°44'26"W, a distance of 1318.01 feet to an angle point in this tract;

Thence, S00°28'W, a distance of 1244.98 feet to an angle point in this tract, a point on the north right-of-way of State Road 52;

Thence, along said right-of-way, N71°51'W, a distance of 2285.29 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 5804.61 feet, a central angle of 05°52', a distance of 594.35 feet to a point of tangency, (ch = N74°47'W, 594.09 feet);

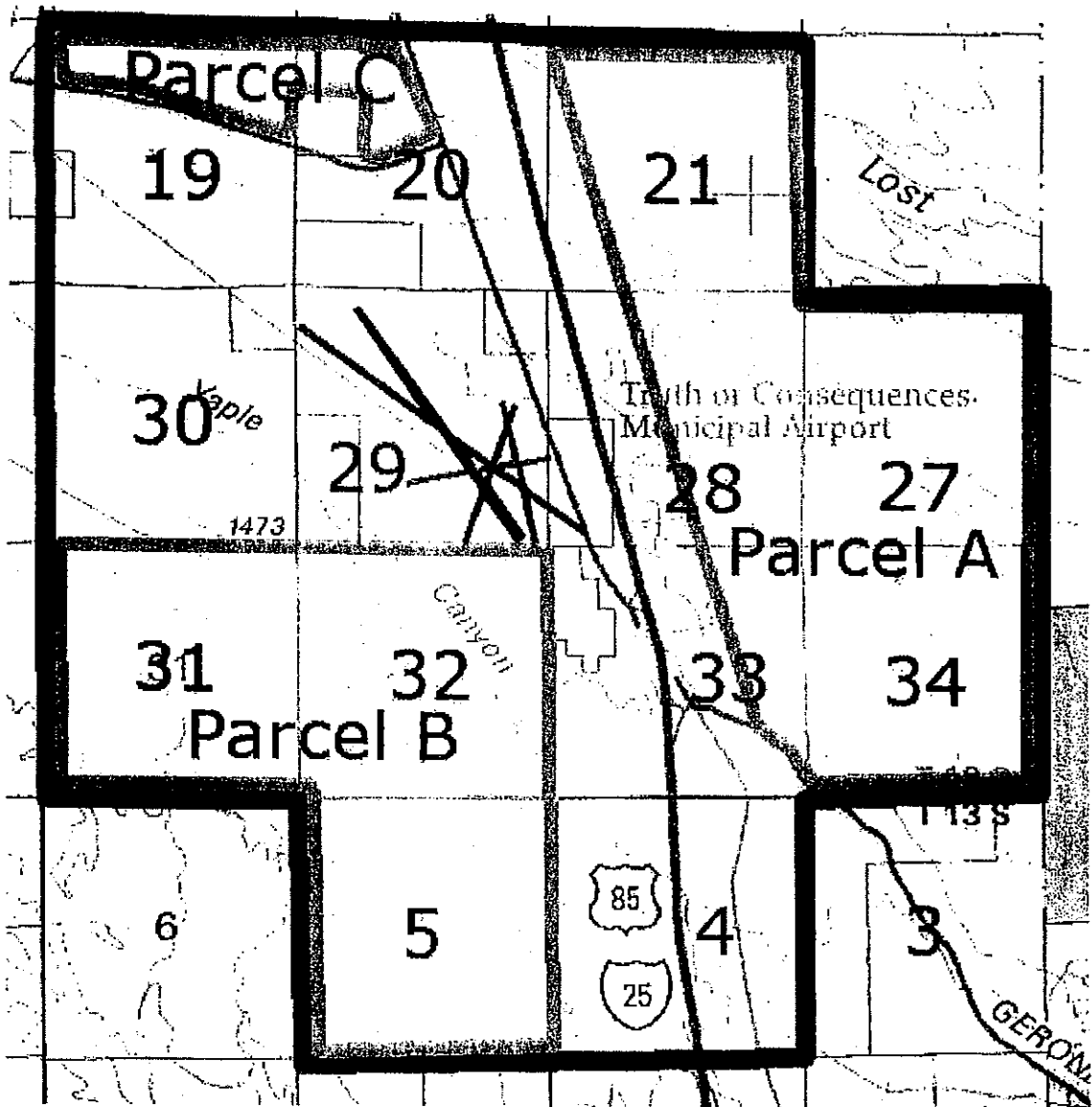
Thence, along said right-of-way, N77°43'W, a distance of 261.57 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 7714.44 feet, a central angle of 04°03', a distance of 545.30 feet to a point of tangency, (ch = N79°44'30"W, 545.19 feet);

Thence, along said right-of-way, N81°46'W, a distance of 1688.95 feet to the SW corner of this tract;

Thence, N00°05'W, a distance of 1357.19 feet to the place of beginning.

GRAPHIC REPRESENTATION OF 4,504.46 ACRES FOR COLLATERAL



STATE OF NEW MEXICO } ss
County of Sierra

I HEREBY CERTIFY that this
Instrument was filed for record on the
12th day of MAR A.D., 20 09
at 3:16 o'clock P M. and duly
recorded in book 113 page 2596-2617
Fee \$ 51.00

Connie Greer
County Clerk, Sierra County, N. Mex
By Debbie Turman
Deputy

This instrument prepared by
and return to:

Book 117
Page 4228

Robert Q. Lee, Esq.
DIAZ, REUS & TARG, LLP
121 South Orange Avenue
Suite 1270
Orlando, Florida 32801

PARTIAL RELEASE OF AMENDED AND RESTATED MORTGAGE

KNOW BY ALL THESE MEN PRESENTS:

WHEREAS, HOT SPRINGS LAND DEVELOPMENT, LLC, a New Mexico limited liability company ("Mortgagor"), whose address is located at 308 Underwood Blvd., Elephant Butte, NM 87935, by Mortgage executed by Mortgagor dated April 16, 2008, recorded in O.R. BOOK 111, PAGE 2355, as amended and restated by the Amended and Restated Mortgage executed by Mortgagor dated March 11, 2009, recorded in O.R. BOOK 113, PAGE 2596, all in the Public Records of Sierra County, New Mexico (collectively, the "Mortgage"), mortgaged unto WOLF 1, LLC, a Florida limited liability company ("Mortgagee"), whose address is located at 5127 Tarragona Drive, Orlando, Florida 32837, the premises therein described, to secure the payment of the sum of Seven Million Five Hundred Thousand and 00/100 DOLLARS (\$7,500,000.00), with interest as therein mentioned; and

WHEREAS, the Mortgagor has requested that the Mortgagee release the premises hereinafter described, being part of mortgaged premises, from the lien and operation of Mortgage:

NOW, THEREFORE, KNOW YE, that the Mortgagee, in consideration of the premises and of the sum of TEN AND NO/100 DOLLARS (\$10.00), to Mortgagee paid by the Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of Mortgage unto the Mortgagor, its heirs and assigns, all that piece, parcel or tract of land being a part of the premises conveyed by Mortgage, as more particularly described on the attached Exhibit A (the "Property").

TO HAVE AND TO HOLD the same, with the appurtenances, unto the Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of the Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, of the Mortgage not hereby released therefrom, or any of the rights and remedies of the holder thereof.

1571

EXHIBIT A

Description of Property

A tract of land situate in the NE1/4 of Section 32, Township 12 South, Range 4 West, N.M.P.M., located at the Truth or Consequences Municipal Airport, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, said corner being the NE corner of Section 32, Township 12 South, Range 4 West, a U.S.G.L.O. "brass-cap" monument;

Thence, along the east boundary of said Section 32, S00°34'47"E, a distance of 1697.57 feet to the southernmost corner of this tract, a point on the west runway building restriction line;

Thence, along said restriction line, N26°55'23"W, a distance of 301.87 feet to an angle point in this tract;

Thence, along said restriction line, N35°27'14"W, a distance of 1764.76 feet to the westernmost corner of this tract, a point on the north boundary of said Section 32;

Thence, along said boundary, S89°32'17"E, a distance of 1143.19 feet to the place of beginning, containing 21.365 acres, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (Senn & Associates Plat dated March 9, 2010).

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be executed in its name, and its corporate seal to be affixed, by its proper officers thereunto duly authorized, this 21 day of April, 2011.

Signed, sealed and delivered in the presence of:

WOLF 1, LLC, a Florida limited liability company

Vicki Edelman
Witness
Vicki Edelman
Print or Type Name

By: John Lohr
Print Name: John Lohr
As its: Manager

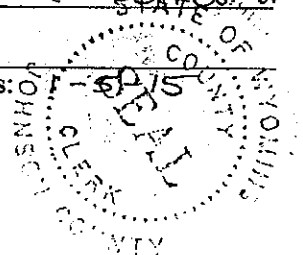
Jane Carr
Witness
Jane Carr
Print or Type Name

State of Wyo)
County of Johnson)ss.

The foregoing instrument was acknowledged before me this 21 day of April, 2011 by John Lohr as Manager of WOLF 1, LLC, a Florida limited liability company, on behalf of the limited liability company. He/she is [] personally known to me or has produced Wyo Driver's License as identification.

Brandi M. Gardner
Notary Public
Brandi M Gardner
Name printed or typed
Commission Number
My Commission Expires: 1-31-15

(NOTARY SEAL)



STATE OF NEW MEXICO }
County of Sierra } SS

I HEREBY CERTIFY that this instrument was filed for record on the 25th day of April, A.D., 20 11 at 8:45 o'clock A M. and duly recorded in book 117 page 4228-4230
Fees 13.00
Connie Wheeler
County Clerk Sierra County, N. Mex
By Carol Belinsky
Deputy

This instrument prepared by
and return to:
WOLF 1, LLC
5127 Tarragona Drive
Orlando, Florida 32837

Book 118
Page 3208

SECOND AMENDED AND RESTATED MORTGAGE

THIS SECOND AMENDED AND RESTATED MORTGAGE (the "Mortgage"), is dated this 12th day of July, 2011, and made by and between **HOT SPRINGS LAND DEVELOPMENT, LLC, a New Mexico limited liability company**, whose permanent mailing address is 308 Underwood Boulevard, Elephant Butte, New Mexico 87935, and its successors and assigns (hereinafter called "Mortgagor"), and **WOLF 1, LLC, a Florida limited liability company**, whose permanent mailing address is 5127 Tarragona Drive, Orlando, Florida 32837 (hereinafter called "Mortgagee"), and amends and restates in totality the Mortgage from Mortgagor to Mortgagee dated the 16th day of April, 2008, and recorded or filed in O.R. BOOK 111, PAGE 2355 et seq.; as amended and restated by that certain Amended and Restated Mortgage executed by Mortgagor in favor of Mortgagee dated March 11, 2009, recorded or filed in O.R. BOOK 113, PAGE 2596, all in the Public Records of Sierra County, New Mexico.

WITNESSETH:

A. Mortgagor is the owner of the fee simple surface estate interest in certain real estate situated in Sierra County, New Mexico, comprising approximately [7,387 acres] more or less ("Project Property").

B. Mortgagee and Mortgagor are parties to that certain Letter of Agreement dated March 11, 2009, as amended and modified from time to time including, without, limitation the First Amendment to Letter of Agreement dated of even date herewith (collectively, the "Letter Agreement").

C. In conjunction with the execution of the original Letter Agreement, Mortgagee has provided to Mortgagor an aggregate loan amount of Five Million Eight Hundred Eighty-Four Thousand Eight Hundred Forty-One and 06/100ths Dollars (\$5,884,841.06) plus accrued interest as of the date hereof in the amount of One Million Two Hundred Eighty-Eight Thousand One Hundred Seventy-Seven and 10/100ths Dollars (\$1,288,177.10);

D. In December 2010, Mortgagee agreed to fund an additional Four Hundred Thousand Dollars (\$400,000), of which amount Mortgagee has, prior to the date hereof, funded One Hundred Thousand Five Hundred Dollars (\$100,500) leaving a balance to fund of Two Hundred Ninety-Nine Thousand Five Hundred Dollars (\$299,500) (the "Balance");

E. Upon the funding by Mortgagee of the Balance, the aggregate outstanding principal under the Note shall be Six Million One Hundred Eighty-Four Thousand Three Hundred Forty-One and 06/100ths Dollars (\$6,184,341.06) and the aggregate outstanding accrued interest shall be One Million Two Hundred Eighty-Eight Thousand One Hundred Seventy-Seven and 10/100ths Dollars (\$1,288,177.10) (together with all amounts loaned from Mortgagee to Mortgagor, are collectively referred to as the "Loan");

F. The Mortgagee and Mortgagor agree that Borrower shall use a portion of the Balance proceeds to repay to (i) BK Family Investment Partnership II, Ltd. the amount of Sixty-Six Thousand Five Hundred Dollars (\$66,500) plus interest and (ii) LAMCO Group the amount of Seventy-Two Thousand Five Hundred Dollars (\$72,500) plus interest, which amounts had been advanced as interim loans to Mortgagor;

G. In conjunction with the execution of the Letter of Agreement, Mortgagor and HSLD shall execute and deliver to Mortgagee the a promissory note in the principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) (the "Note").

H. Prior to the execution of this Mortgage, Mortgagor pledged only a portion of the Project Property to secure its obligations under the Original Note. Pursuant to the Note and the Letter Agreement, Mortgagor has pledged 4,504.46 acres reflected by "Exhibit A" describing Parcel A, Parcel B, and Parcel C.

I. Mortgagor intends to design and develop a mixed-use real estate project on the Project Property. Mortgagor's plans, as they may be formalized, amended, substituted, or revised from time to time as Mortgagor determines in Mortgagor's sole and absolute discretion, are described herein as "Project Plans."

J. The first priority and lien of this Mortgage encumbers and binds the 4,504.46 acres of the Project Property as hereinafter described, as it may be amended from time to time. No other land within the Project Property is part of the Mortgaged Property.

K. The Note is secured by, among other things, this Mortgage, that certain Conditional Assignment of Contracts, License and Permits of even date herewith and executed in favor of Mortgagee and delivered by Mortgagor, that certain Conditional Assignment of Developer's Rights of even date herewith and executed in favor of Mortgagee and delivered by Mortgagor, and any other documents evidencing or securing the amounts owed to Mortgagee under the Note, the Loan, the Letter Agreement, or executed in connection therewith, including, but not limited to the agreements and documents as set forth in Paragraph 14 hereinbelow (this Mortgage, the Note, the Letter Agreement and any of the foregoing, together with any modification, renewal or extension thereof, are collectively called the "Loan Documents").

L. The principals of the Mortgagor have freely entered into a Non-Conflict Waiver Agreement, a copy of which is attached hereto as Exhibit B to avoid any perceived or real conflicts in the ownership, marketing, sale, and development of the Project Property.

NOW, THEREFORE, in order to secure the performance and observance by Mortgagor of all covenants and conditions of the Note, this Mortgage, and all other instruments securing the Note or referred to herein, including, without limitation, the other Loan Documents, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, hypothecates, pledges, delivers, sets over, warrants and confirms unto Mortgagee forever, all of Mortgagor's estate, right, title and interest in, to and under the following (all of which are hereinafter referred to as the "Mortgaged Property"):

THE MORTGAGED PROPERTY

A. THE LAND. All the land located in the County of Sierra, State of New Mexico (the "Land"), as more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof.

B. [RESERVED].

C. EASEMENTS OR OTHER INTERESTS. TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Property or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property. Notwithstanding anything herein to the contrary, the parties hereto will each have the right to reasonable ingress and egress via easements and shall share common utility rights of way across those portions of the Land necessary to access Hot Springs Land Development and Lake Shore Highlands property, provided that each party exercises such right in a way that does not interfere with any other party's stated plans or uses and at its own risk. Neither party shall take any actions that would result in a material impairment on the foregoing shared rights or on any other party's ability to access its property (e.g. road closures or privatization, etc.).

D. ENTITLEMENTS. TOGETHER WITH all entitlements, and other rights, interests, issues and benefits granted to and vested with Mortgagor (as applicable to the Mortgaged Property) and/or the Mortgaged Property without taking any of the entitlements, rights, interests, issues or benefits granted to and vested with any remaining unencumbered property.

E. ASSIGNMENT OF RENTS. TOGETHER WITH all rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property to be applied against the indebtedness and other sums secured hereby, provided, however, that permission is hereby given to Mortgagor so long as no Event of Default (as hereinafter defined) has occurred, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not in advance thereof. The foregoing assignment shall be fully operative without any further action on the part of either party and specifically Mortgagee shall be entitled, at its option upon the occurrence of an Event of Default, to all rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property whether or not Mortgagee takes possession of the Mortgaged Property. Upon any such Event of Default, the permission hereby given to Mortgagor to collect such rents, royalties, issues, profits, revenue, income and other benefits from the Mortgaged Property shall terminate and such permission shall not be reinstated upon a cure of the Event of Default without Mortgagee's specific consent. Neither the exercise of any rights under this paragraph by Mortgagee nor the application of any such rents, royalties, issues, profits, revenue, income or other benefits to the indebtedness and other sums secured hereby, shall cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

F. ASSIGNMENT OF LEASES. TOGETHER WITH all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the property described in Paragraphs A, B and C hereof, together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. The foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided

in any such lease, and Mortgagor agrees to fully perform all obligations of the lessor under all such leases. Upon Mortgagee's request, Mortgagor agrees to send to Mortgagee a list of all leases covered by the foregoing assignment and as any such lease shall expire or terminate or as any new lease shall be made, Mortgagor shall so notify Mortgagee in order that at all times Mortgagee shall have a current list of all leases affecting the property described in Paragraphs A, B and C hereof. Mortgagee shall have the right, at any time and from time to time, to notify any lessee of the rights of Mortgagee as provided by this paragraph. From time to time, upon request of Mortgagee, Mortgagor shall specifically assign to Mortgagee as additional security hereunder, by an instrument in writing in such form as may be approved by Mortgagee, all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such lease. Mortgagor shall also execute and deliver to Mortgagee any notification, financing statement or other document required by Mortgagee to perfect the foregoing assignment as to any such lease.

This instrument constitutes an absolute and present assignment of the rents, royalties, issues, profits, revenue, income, entitlements and other benefits from the Mortgaged Property, subject, however, to the conditional permission given to Mortgagor to collect, receive, take, use and enjoy the same as provided hereinabove; provided, further, that the existence or exercise of such right of Mortgagor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment by Mortgagor shall be subject to the rights of Mortgagee hereunder.

G. FIXTURES AND PERSONAL PROPERTY. TOGETHER WITH a security interest in (i) all existing property and fixtures affixed to or located on the property described in Paragraphs A, B and C hereof which, to the fullest extent permitted by law shall be deemed fixtures and a part of the real property; (ii) all existing articles of personal property and all materials delivered to the property described in Paragraphs A, B and C hereof for use in any construction being conducted thereon, and owned by Mortgagor; (iii) all contract rights, general intangibles, actions and rights in action, including all rights to insurance proceeds as all of the same may relate to the Mortgaged Property; and (iv) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing. Mortgagor (Debtor) hereby grants to Mortgagee (Creditor) a security interest in all fixtures, rights in action and personal property described herein. This Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagor hereby grants to Mortgagee full power and authority to execute, acknowledge, deliver and file any security agreements and UCC financing statements (and amendments thereto) requested by Mortgagee or necessary to perfect the security interest in the Mortgaged Property granted to Mortgagee as provided hereunder. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Uniform Commercial Code.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim or demand of the Mortgagor in and to the same, and every part thereof, unto the Mortgagee in fee simple.

PROVIDED ALWAYS that if the Mortgagor shall pay to the Mortgagee the indebtedness evidenced by the Note or any renewal or replacement of the Note and if the Mortgagor shall duly, promptly and fully perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note, this Mortgage, and other Loan Documents referred to herein, then this Mortgage and the estate hereby created shall cease and be null and void.

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. PAYMENT. Mortgagor shall pay all sums secured hereby, together with interest and other appurtenant charges thereon, when the same shall become due, as provided in the Note, this Mortgage and other Loan Documents referred to herein or evidencing any renewal or extension thereof.

2. REPRESENTATIONS AND WARRANTIES.

a. Mortgagor represents and warrants that it is a limited liability company duly organized and validly existing and in good standing under the laws of the State of New Mexico, it is qualified to do business and it has full power and authority to consummate the transactions contemplated hereby.

b. Mortgagor represents and warrants that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that it has full power and lawful right to convey and mortgage the same in fee simple; that upon an Event of Default it shall be lawful for the Mortgagee at all times peaceably and quietly to enter upon, hold, occupy, possess and enjoy the Mortgaged Property, and every part thereof; that the Mortgaged Property is and will remain free from all liens and encumbrances, including taxes and assessments, except as herein provided, however that Mortgagor shall have the right to bond off any lien; that Mortgagor will make such further assurances to perfect the fee simple title to the Mortgaged Property in Mortgagee as may be required; and that Mortgagor does hereby fully warrant the title thereto, and every part thereof, and will defend the same against the lawful claims of all persons claiming by, through or under Mortgagor.

3. NO TRANSFER OR LIEN; NO ASSIGNMENT.

a. Except as expressly provided herein, including, without limitation, the provisions contained in Paragraph 28 below, Mortgagor shall not permit all or any part of the Mortgaged Property or any interest therein to be sold, conveyed, leased or in any manner transferred, or to be subject to or encumbered by any mortgage or other lien or encumbrance of any kind, including, but not limited to construction liens, mechanics' liens and judgment liens, or otherwise to be used as security for indebtedness or undertaking. Except as expressly provided herein, including, without limitation, the provisions contained in Paragraph 28 below, if all or any part of the Mortgaged Property or any interest therein is sold, conveyed, leased or in any manner transferred by Mortgagor, whether voluntarily or by operation of law, or if all or any part of the Mortgaged Property is hereafter encumbered by any mortgage or other lien or encumbrance of any kind, including, but not limited to construction liens and judgment liens, or if the Mortgaged Property is otherwise used as security for indebtedness or undertaking, all the sums secured by this Mortgage shall immediately become due and payable. By way of additional explanation but not limiting the effects thereof, the intent of the foregoing sentence is to cause all sums secured by this Mortgage to become immediately due and payable to Mortgagee if title to all or any part of the Mortgaged Property is in any manner conveyed or encumbered hereafter, except as provided in Paragraph 28 below.

b. Mortgagor covenants with the Mortgagee that Mortgagor shall not without Mortgagee's prior written consent assign its obligations and duties under this Mortgage, the Note or any other Loan Document, and any such assignment or attempt to effect such assignment shall constitute an Event of Default.

4. TAXES, ETC. Mortgagor shall pay and discharge when due any taxes, assessments, levies, charges, liabilities, claims, liens, obligations, impositions, assessments, levies, fees and encumbrances of every nature and kind (collectively, "Impositions") now on the Mortgaged Property, or that hereafter may be imposed, suffered, placed, levied or assessed thereon, or that hereafter may be levied or assessed upon this Mortgage or the indebtedness secured hereby, and to produce receipts therefor upon demand. Notwithstanding the foregoing, Mortgagor shall not be responsible for the payment of income taxes owed by Mortgagee with

respect to the interest earned on the indebtedness secured by this Mortgage. Mortgagor shall provide Mortgagee evidence of payment of all real property taxes for the preceding calendar year no later than March 31st of each year.

Notwithstanding the foregoing, Mortgagor shall have the right, after prior written notice to Mortgagee, to contest the amount and validity of any Imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as:

a. Such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property; or

b. Neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment; and

c. In the case of any Imposition affecting the Mortgaged Property which might be or become a lien, encumbrance, or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagor or Mortgagee, Mortgagor, prior to the date such Imposition would become delinquent, shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest, to pay, remove or discharge the Imposition, as long as funds are available.

5. INSURANCE. Mortgagor covenants that during the Term of the Loan Mortgagor will carry public liability insurance covering the Mortgaged Property against claims for bodily injury, death or property damage occurring on, in or about the Mortgaged Property and at such time Mortgagor carries public liability insurance concerning the Mortgaged Property, Mortgagor shall cause Mortgagee to be named as a co-insured, and Mortgagor shall all premiums on such insurance coverage. In event of loss, by reason of the hazards, casualties and contingencies for any future improvements which insurance has been required by the Mortgagee, Mortgagor will give immediate notice by mail to Mortgagee, and upon an Event of Default: (i) Mortgagee may, at its option, make proof of loss if not made promptly by Mortgagor, (ii) each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, (iii) the Mortgagor hereby authorizes the Mortgagee to adjust, compromise and collect any losses under any of the aforesaid insurance policies and, (iv) after deducting the cost of collection, the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. If improvements are constructed on the Mortgaged Property, Mortgagor shall also carry and maintain such fire, hazards and loss insurance as may from time to time be required by Mortgagee on forms, in amounts and with such companies as may be commercially reasonable and approved by Mortgagee in its reasonable discretion. Such policy or policies of insurance required by this Paragraph 5 shall name Mortgagee as an additional insured and shall provide for not less than thirty (30) days prior written notice of modification, cancellation, termination or expiration to Mortgagee.

6. REPAIRS; WASTE. Mortgagor shall keep the Mortgaged Property in good condition and repair and permit, commit, or suffer no waste, impairment or deterioration of any part thereof and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

7. GOVERNMENTAL REGULATIONS.

a. Mortgagor shall observe, abide by and comply with all laws, statutes, ordinances, orders, codes, rules, regulations, requirements or decrees by any federal, state, county, municipal or local authority or subdivision ("Governmental Regulations"), now or hereafter relating to the Mortgaged Property, and to observe and comply with all conditions and requirements necessary to preserve and extend any and all applicable rights, licenses, permits, approvals, zoning variances, special exceptions and nonconforming uses, privileges, franchises and concessions, and any amendments or modifications thereto (together, the "Permits and Approvals"), which are applicable to the Mortgaged Property, or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of the Mortgaged Property.

b. Mortgagee shall have right to cure, at Mortgagor's expense, any non-compliance, violation or default of any Governmental Regulation or the Permits and Approvals now or hereafter relating to the Mortgaged Property without notice or consent from Mortgagor.

c. Mortgagor shall at all times keep the Permits and Approvals valid, current and in full force and effect, shall timely effectuate all extensions and renewals as may be required, and shall take all actions and do all things necessary to accomplish all of the foregoing.

d. Notwithstanding the foregoing, Mortgagor shall be entitled to seek and obtain changes, amendments and modifications to the Permits and Approvals pertaining to the Mortgaged Property without Mortgagee's consent, provided that such changes do not adversely alter the density allowed by the Development Plan or any applicable development order on the Mortgaged Property or create a material adverse effect on the Mortgaged Property.

8. THIRD PARTY AGREEMENTS. Mortgagor or HSLD, as the case may be, shall perform all of its obligations and shall not breach any covenant under any permitted instrument, agreement or other documents ("Mortgaged Property Third Party Documents") entered into by Mortgagor or HSLD, or relating to or affecting the Mortgaged Property. Any default under any Mortgaged Property Third Party Document which (i) is not cured within the applicable cure or grace period under such Mortgaged Property Third Party Document, (ii) results in a lien or encumbrance (amount exceeding Four Hundred Thousand Dollars (\$400,000)) to be filed or recorded against the Mortgaged Property, and (iii) is not bonded, satisfied and terminated (as reflected by the proper recording of termination of said lien or encumbrance within ninety (90) days from the receipt by Mortgagor of notice of the original filing or recording of said lien or encumbrance) shall constitute an Event of Default; provided, Mortgagor immediately shall notify Mortgagee of (but no more than five (5) days after) any default under any Mortgaged Property Third Party Document.

9. RIGHT OF ACCESS. Mortgagee shall have a non-exclusive right of ingress and egress through Parcels A and B during the term of the Note, or upon an Event of Default under the Note, the Letter Agreement, this Mortgage or any Loan Documents, provided that Mortgagee exercises such rights in a way that does not interfere with Mortgagor's development of the Mortgaged Property in accordance with the Project Plans. Mortgagee and Mortgagor acknowledges that the Mortgaged Property is currently undeveloped with naturally occurring hazardous conditions and that hazardous conditions will be present in connection with any construction activity on the Mortgaged Property. Mortgagee's right of ingress and egress is at Mortgagee's own risk, and Mortgagee herein waives all claims against the Mortgagor and its members, managers, contractors, subcontractors, employees and agents and their respective employees and agents for death, personal injury or property damage caused by any person or thing during such ingress or egress. Mortgagee agrees to indemnify, defend and hold harmless Mortgagor from any claims, demands, loss, damages, liability or other expense including, without limitation, legal fees, arising out of Mortgagee's ingress and egress through the Mortgaged Property.

10. FINAL RELEASE. When all of the indebtedness evidenced by the Note or secured by this Mortgage is paid in full, and if Mortgagor has observed, performed and discharged all of its obligations under the Loan Documents, then Mortgagor shall prepare a proper release/mortgage satisfaction and Mortgagee will execute and effect delivery of the release to Mortgagor or as Mortgagor directs within seventy-two (72) hours of receiving the final payment or discharging the last obligation. It shall be the responsibility of Mortgagor to cause the release/mortgage satisfaction to be filed of record and to pay all costs incident thereto. In accordance with express provisions of the Letter Agreement and the Note, Lender may periodically agree to partial releases of the Mortgaged Property.

11. INTENTIONALLY DELETED.

12. DEVELOPER'S RIGHTS. As set forth under the Conditional Assignment of Developer's Rights executed and delivered by Mortgagor in favor of Mortgagee dated of even date herewith and recorded in the Public Records of Sierra County, New Mexico (the "Conditional Assignment of Developer's Rights"), upon an Event of Default by Mortgagor under the Mortgage, but subject to the limitations set forth herein, all rights of Mortgagor under the Development Plan (as defined in the Conditional Assignment of Developer's Rights), and any development order, governmental order, entitlements and benefits, and all Permits and Approvals shall be automatically assigned to and shall vest automatically with Mortgagee in accordance with the terms contained in the Conditional Assignment of Developer's Rights (collectively, the "Development Rights").

13. ADDITIONAL OBLIGATIONS OF MORTGAGOR.

a. Mortgagor shall at all times cooperate with Mortgagee in order to comply with the terms of all Governmental Regulations, all Permits and Approvals and any applicable development order, and any amendment, renewal or extension of any applicable development order or Permits and Approvals, and shall take all actions necessary or convenient for Mortgagee to exercise its rights under this Mortgage and the Development Plan, any governmental or development order applicable to the Mortgaged Property, and to accomplish all actions contemplated by this Mortgage or the Development Plan, or any governmental or development order. Mortgagee shall cooperate with Mortgagor, as necessary to comply with the terms of all Governmental Regulations, all Permits and Approvals, any applicable development order, and any amendment, renewal or extension of any applicable development order or Permits and Approvals.

b. Pursuant to the Conditional Assignment of Contracts, Licenses and Permits executed and delivered by Mortgagor in favor of Mortgagee dated of even date herewith and recorded in the Public Records of Sierra County, New Mexico (the "Conditional Assignment of Contracts, Licenses and Permits"), upon an Event of Default Mortgagee shall have the right to replace Mortgagor as successor developer as applicable to the Mortgaged Property and modify contracts and Permits and Approvals as applicable to the Mortgaged Property, and to cure any and all defaults under such contracts or Permits and Approvals. All associated costs shall be at Mortgagor's sole responsibility but only to the extent that Mortgagee has advanced loan funds for such purpose.

14. COLLATERAL LOAN DOCUMENTS. On the date hereof, Mortgagor shall execute and deliver and, as the case may be, cause to be executed and delivered, the following documents to Mortgagee:

- (i) Amended and Restated Promissory Note.
- (ii) Conditional Assignment of Developer's Rights.

- (iii) Conditional Assignment of Contracts, Licenses and Permits.
- (iv) First Amendment to Letter of Agreement.

15. INTENTIONALLY DELETED.

16. FUTURE ADVANCES. This Mortgage shall secure not only existing indebtedness not otherwise secured but also such future advances made by Mortgagee to Mortgagor or HSLD, if any, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within 20 years from date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time two and one-half (2 ½) times the amount of the Note, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage, with interest on such disbursements. Nothing contained herein shall be deemed to create any obligation on Mortgagee to make further advances. This provision is solely for the convenience of Mortgagee and imposes no additional obligations or duties on Mortgagee.

17. LEASES. Mortgagor covenants to observe all the obligations of Mortgagor in any leases and not to do or permit to be done anything to impair the security thereof; not to execute any other assignment of lease or assignment of rents of the Mortgaged Property; and not to alter, modify or change the terms of, or surrender, cancel or terminate any leases, without the prior written consent of Mortgagee.

18. EMINENT DOMAIN. Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

(A) Mortgagee shall be entitled to all compensation, awards and other payments or relief therefore in amounts not exceeding the principal and interest then due under the Note, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor up to the amount of principal and interest then due under the Note (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(B) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting there from all reasonable costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. ATTORNEYS' FEES AND COSTS. If Mortgagee is required to retain an attorney to send a demand notice to Mortgagor or to otherwise enforce Mortgagee's rights under the Note or this Mortgage, Mortgagor shall reimburse Mortgagee for all reasonable attorneys' fees, costs and expenses paid or incurred by Mortgagee in connection therewith, including, but not limited to those incurred in the foreclosure or other enforcement of the Note or this Mortgage, any condemnation action, and any action to protect Mortgagee's security or liens and any action in bankruptcy or probate. Notwithstanding the foregoing, in the event that any suit is brought by either party to interpret or enforce this Mortgage or the Note, the prevailing

party shall be entitled to recover reasonable attorneys' fees and expenses and costs of court incurred in connection therewith.

20. IMPROVEMENTS. So long as no Event of Default has occurred or is continuing, Mortgagor shall have the right to construct any improvements on the Mortgaged Property, and permit any use or occupancy of the Mortgaged Property in accordance with the Development Plan.

21. ENVIRONMENTAL. Mortgagor hereby indemnifies and agrees to hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid incurred or suffered by, or asserted against, Mortgagee by any person or entity for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Mortgaged Property of any Hazardous Substance (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so called federal, state or local "Superfund" or "Superlien" laws, and any other Governmental Regulation regulating or imposing liability, including strict liability, with respect to any event, occurrence or conduct concerning any Hazardous Substance), regardless of whether within the control of Mortgagee, so long as the event, occurrence or conduct in question occurs subsequent to the date hereof. This indemnification shall survive the full payment and performance of the Note.

For purposes of this Mortgage, "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other Governmental Requirement regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as is now or at any time hereafter in effect.

If Mortgagor receives any notice of (a) the happening of any event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Mortgaged Property or in connection with Mortgagor's operations thereon or (b) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the Mortgaged Property (an "Environmental Complaint") from any person or entity (including without limitation the EPA) then Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.

Mortgagee shall have the right, but not the obligation, and without limitation of Mortgagee's rights under this Mortgage to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Mortgaged Property which, if true, could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize its security under this Mortgage. All costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand and shall accrue interest at the highest lawful rate of interest permissible under applicable law from the date incurred by Mortgagee until paid.

Any breach of any warranty, representation or agreement contained in this Paragraph shall be an Event of Default under this Mortgage.

22. EVENTS OF DEFAULT. It shall constitute an "Event of Default" under this Mortgage and under the Note if any of the following events or conditions occurs and Mortgagor fails to cure same (i) within five (5) calendar days after receiving written notice from the Mortgagee with respect to item (A) below, and (ii) within thirty (30) calendar days after receiving written notice from the Mortgagee with respect to items (B), (C), (D), (E) and (F) below:

(A) the failure of Mortgagor to make any payment of principal and interest required by the terms of the Note, or any amount required by this Mortgage;

(B) the failure of Mortgagor to fully and faithfully perform its covenants and agreements under the Note or this Mortgage;

(C) the failure of Mortgagor to pay when due taxes and insurance premiums required by this Mortgage;

(D) a Transfer of the Mortgaged Property in violation of the terms of this Mortgage without complying with the provisions of Paragraph 28(B);

(E) upon the commission of any other act which would, under the applicable provisions of the Federal Bankruptcy Code, permit the filing of a petition for bankruptcy or reorganization by or against Mortgagor; or

(F) Any default occurs and is continuing beyond any applicable grace or cure period under any of the Loan Documents or any of the Mortgaged Property Third Party Documents.

Notwithstanding the foregoing, if any of the events or conditions described in items (B), (C), (D) and (E) above cannot be cured during such thirty (30) day period with the exercise of reasonable diligence by Mortgagor, Mortgagee may, upon Mortgagor's request and in its sole discretion, allow Mortgagor additional time to cure such event or condition.

Upon the occurrence of an Event of Default, Mortgagee shall have the option to enforce Mortgagee's remedies under the Note, the Letter Agreement, this Mortgage, and any of the other Loan Documents.

23. DEFAULT. Upon the occurrence of an Event of Default under this Mortgage, the Mortgagee, may avail itself of all rights and remedies provided by law, including, but not limited to, taking possession of the Mortgaged Property without notice or hearing to the Mortgagor, and may prosecute a suit at law or in equity as if all monies secured hereby had matured prior to its institution, anything in this Mortgage or in the Note to the contrary notwithstanding. The Mortgagee may foreclose this Mortgage as to the amount so declared due and payable, and the Mortgaged Property shall be sold according to law to satisfy and pay the same together with all costs, expenses and allowances, including, without limitation, a reasonable fee for the Mortgagee's attorneys. The Mortgaged Property may be sold in one parcel, several parcels or groups of parcels, and the Mortgagee shall be entitled to bid at the sale and, if the highest bidder for the Mortgaged Property or any part or parts thereof, shall be entitled to purchase the same. The failure or omission on the part of the Mortgagee to exercise any remedy permitted by applicable law, whether before or subsequent to Mortgagor's Event of Default, shall not constitute a waiver of any such Event of Default or the right to exercise any such remedy, but such remedy shall remain continuously in force.

Notwithstanding anything stated to the contrary herein, upon the occurrence of any of the Events of Default specified herein, after providing Mortgagor with written notice and an opportunity to cure if expressly provided herein, Mortgagee shall be entitled, at its option, to foreclose this Mortgage pursuant to the

laws of the State of New Mexico. If this Mortgage is foreclosed, the redemption period after judicial sale shall be one (1) month in lieu of the nine (9) month period as otherwise provided in N.M.S.A. 1978, Section 39-5-19. Mortgagee may become the purchaser of the Mortgaged Property, or any part thereof, and the proceeds arising from any such sale shall be applied first, to the payment of the cost and expenses of foreclosure, including reasonable attorneys' fees; second, to the payment of all taxes, assessments, liens, charges, advances or other sums then owing under this Mortgage; third, to the payment of all interest then due under the Note; and fourth, to the payment of all principal then due under the Note.

24. INTENTIONALLY DELETED.

25. INTENTIONALLY DELETED.

26. MORTGAGEE'S PERFORMANCE OF DEFAULTED ACTS. If Mortgagor or HSLD shall default in any of the stipulations, agreements, conditions and covenants contained in the Note, the Letter Agreement, this Mortgage or other Loan Document referred to herein, or in the payment of any taxes, assessments, levies, charges, liabilities, liens, claims, obligations, impositions and encumbrances on the Mortgaged Property, or fail to make any payment of any insurance premiums or other charges, or any other monies required to be paid under the Note, the Mortgage or other Loan Document referred to herein, or to keep the Mortgaged Property in good condition and repair or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, then the Mortgagee may, at its option and upon prior written notice to Mortgagor, take such action or pay such sums as Mortgagee deems advisable to cure such defaults including the prosecution or defense of litigation, and all expenditures made by the Mortgagee in that connection, including reasonable attorneys' fees, shall be secured by the lien of this Mortgage, shall draw interest at the maximum rate allowed by law, and shall, at the option of the Mortgagee, be added to the unpaid principal amount due under the Note or be payable by Mortgagor immediately and without demand. Notwithstanding the foregoing, Mortgagor shall have the right to cure any of the foregoing defaults within any applicable cure or grace period (except in the case of an emergency to protect Mortgagee's collateral and security interests in this Mortgage).

27. FINANCIAL STATEMENTS. Mortgagor shall timely deliver any financial statements and information to Mortgagee as required under the Loan Documents.

28. TRANSFERS; RELEASES; PERMITTED ACTIONS; REAPPRAISAL.

(A) **Transfer Prohibited.** Mortgagor hereby acknowledges that the sale, assignment, trade, or other transfer or further encumbrance of the Mortgaged Property may significantly and materially alter and reduce Mortgagee's security for the indebtedness secured hereby. Except as stated in this Paragraph 28 or as otherwise set forth in the other Loan Documents with respect to permitted sales of Mortgaged property, Mortgagor covenants and agrees that Mortgagor shall not sell, dedicate, transfer, further encumber, restrict the use, assign, convey, grant an option, lease for a term in excess of five (5) years, or in any other manner dispose of, make a voluntary transfer of control of the Mortgaged Property, or permit any of the foregoing to be accomplished involuntarily, by operation of law, or otherwise. Notwithstanding the above, Mortgagee may consent in writing to any other such Transfer.

(B) **Permitted Encumbrances.** Notwithstanding any provision of subparagraph (A), Mortgagee consents to the transfer or encumbrance of the Mortgaged Property as needed for approvals, sewer and water utility commitments, roadway easements, and other commitments that may be required, recommended, strategic, or provident in connection with development of the Project Property in accordance with the Project Plans. Mortgagee shall permit the Mortgagor, or Mortgagor's professional consultant(s), to act as agent for Mortgagee in connection with development of the Mortgaged Property in accord with the Project Plans.

(C) **Permitted Change in Entitlements.** Notwithstanding any provision of subparagraph (A), Mortgagee agrees that Mortgagor may modify the applicable zoning of all or any portion of the Mortgaged Property.

29. **SECURITY INTEREST TO SECURE EXPENSES.** In order to secure Mortgagor's timely and full payment of any and all costs and expenses incurred by Mortgagee under any provision of this Mortgage, including, without limitation, such expenses as described in Paragraphs 12, 19 and 25 hereof, Mortgagor hereby grants, mortgages, hypothecates, pledges, delivers, sets over, warrants and confirms unto Mortgagee forever, a security interest in and to all of Mortgagor's estate, right, title and interest in and to the Mortgaged Property.

30. **WAIVER AND MODIFICATION.** No modification or waiver hereof shall be effective between the Mortgagor and the Mortgagee unless it is in writing and duly executed by the party to be bound. Third parties shall be bound by any modification or waiver hereof in writing and duly recorded in the public records of the county in which the Mortgaged Property is located, or of which such third parties have actual notice. No waiver of any Event of Default on the part of Mortgagor or of any breach of any of the provisions of this Mortgage shall be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

31. **SEVERABILITY.** If any one or more of the provisions contained in this Mortgage or in the Note for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Mortgagee, not affect any other provisions of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

32. **FURTHER ASSURANCES.** Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the first priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.

33. **GOVERNING LAW AND BINDING EFFECT.** The interpretation and enforcement of the stipulations, agreements, conditions and covenants of this Mortgage shall be governed by and construed in accordance with the laws of the State of New Mexico and shall bind, and the benefits and advantages shall inure to, and be enforceable by Mortgagor and Mortgagee as well as their respective personal representatives, heirs, successors and assigns. The total interest payable pursuant to the Note or this Mortgage shall not in any one year exceed the highest lawful rate of interest permitted in the State of New Mexico, and if, inadvertently, there is such excess sum, it shall be applied to reduce the unpaid principal amount due under the Note. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. When executed by two or more persons or entities as Mortgagor, the parties so executing shall be bound jointly and severally. The term "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

34. **TIME OF THE ESSENCE.** Time is of the essence of this Mortgage and the performance of each of the covenants and agreements contained herein.

35. **NOTICE.** Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or

sent by overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if telecopied, on the date of transmission if before 5:00 p.m. (Eastern time) on a business day or otherwise on the next business day; provided that the sender obtains and retains confirmation of such telecopy and a hard copy of such notice is also sent pursuant to (c) or (d) below; (c) if by overnight courier, on the first business day after delivery to the courier; or (d) if by U.S. Mail, certified or registered mail, return receipt requested on the third (3rd) day after deposit in the mail postage prepaid.

Notices to Mortgagor:

HOT SPRINGS LAND DEVELOPMENT, LLC
308 Underwood Boulevard
Elephant Butte, New Mexico 87935
Phone: (575) 824-7280
Fax: (877) 725-5499
Attn: Mr. Gregory Neal, Manager

With copy to:

BK Family Investment Partnership II, LTD.
9625 Wes Kearney Way
Riverview, Florida 33578
Phone: (813) 927-8395
Fax: (813) 421-8022
Attn: Charles W. Kearney III and James M. Reed

With copy to:

Hot Springs New Mexico, LLC
Address
City, State, ZIP
Phone:
Fax:
Attn: Mr. Nick Lamoriello

Notices to Mortgagee:

WOLF 1, LLC
5127 Tarragona Drive
Orlando, Florida 32837
Phone: (307) 217-1479
Fax: (307) 684-5613
Attn: Mr. John Lohr, Manager

36. SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of Mortgagee, and its successors and assigns, including the assignees of any indebtedness hereby secured, and shall bind the successors and permitted assigns of Mortgagor. This Mortgage may be assigned in whole or in part by Mortgagee with respect to all or any portion of the indebtedness hereby secured, and when so assigned Mortgagor and its successors and permitted assigns shall be liable to the assignees of Mortgagee under this Mortgage without in any manner affecting the liability of Mortgagor hereunder with respect to any

indebtedness secured hereunder. Except as permitted under Paragraph 28 above, Mortgagor shall not assign its rights or obligations under this Mortgage without the prior written consent of Mortgagee, which consent may be withheld, delayed or conditioned in Mortgagee's sole and absolute discretion.

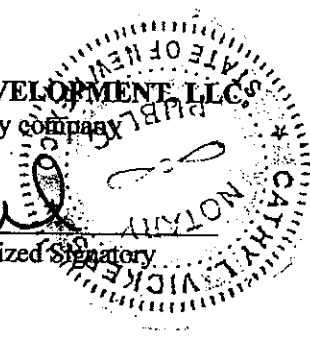
37. WAIVER OF JURY TRIAL. MORTGAGOR HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE AND THE BUSINESS RELATIONSHIP THAT IS BEING ESTABLISHED. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY MORTGAGOR AND MORTGAGOR ACKNOWLEDGES THAT NEITHER MORTGAGEE NOR ANY PERSON ACTING ON BEHALF OF MORTGAGEE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. MORTGAGOR ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO MORTGAGEE TO ACCEPT THIS MORTGAGE AND MORTGAGOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.

[signature pages follow]

"Mortgagor"

HOT SPRINGS LAND DEVELOPMENT, LLC
a New Mexico limited liability company

By: [Signature]
Gregory Neal, Authorized Signatory

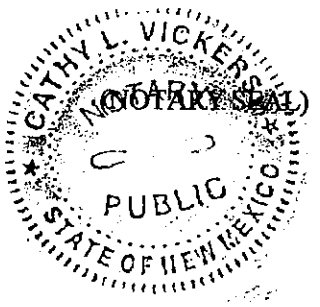


[Signature]
Signature of Witness
Print Name Rosemary L. Garretson

[Signature]
Signature of Witness
Print Name Cathy L. Vickers

STATE OF NEW MEXICO)
COUNTY OF Sierra) SS.

The foregoing instrument was acknowledged before me this 12 day of July, 2011, by Gregory Neal, as Authorized Signatory of Hot Springs Land Development, LLC, a New Mexico limited liability company, on behalf of the company. He is personally known to me or has produced Drivers License as identification.



[Signature]
(Notary Signature)
Cathy L. Vickers
(Notary Name Printed)
NOTARY PUBLIC
Commission No. 3/11/13

"Mortgagee"

WOLF 1, LLC, a Florida limited liability company

By: [Signature]

John Lohr,

Manager
Candace M Heller
Signature of Witness
Print Name CANDACE M. Heller

Laura Divine
Signature of Witness
Print Name Laura Divine

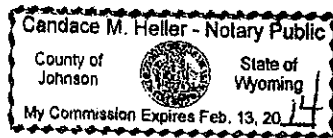
Wyoming
STATE OF ~~FLORIDA~~
COUNTY OF Johnson) SS.

The foregoing instrument was acknowledged before me this 21st ^{September} day of ~~July~~, 2011, by John Lohr, as Manager of WOLF 1, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced known customer as identification.

Candace M. Heller
(Notary Signature)

CANDACE M. Heller
(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

(NOTARY SEAL)



**Legal Description
Of
Mortgaged Property**

PARCEL "A"

LEGAL DESCRIPTION

(2,234.65 ACRES)

A tract of land situate in Sections 21, 27, 28, 33 and 34, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, whence the NW corner of Section 21, Township 12 South, Range 4 West, bears N89°40'W, a distance of 157.77 feet;

Thence, S89°40'E, a distance of 2480.58 feet to an angle point in this tract, the north ¼ corner of Section 21;

Thence, S89°40'E, a distance of 2638.35 feet to an angle point in this tract, the NE corner of Section 21;

Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the east ¼ corner of Section 21;

Thence, S00°27'E, a distance of 2639.34 feet to an angle point in this tract, the SE corner of Section 21;

Thence, S89°46'E, a distance of 2605.02 feet to an angle point in this tract, the north ¼ corner of Section 27;

Thence, N89°51'E, a distance of 2255.22 feet to an angle point in this tract, the closing corner between Sections 22, 27 and the Pedro Armendaris Grant No. 33;

Thence, S00°02'W, a distance of 4289.34 feet to an angle point in this tract, being MP 20 on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, S00°09'W, a distance of 926.64 feet to an angle point in this tract, the closing corner between Sections 27, 34 and the Pedro Armendaris Grant No. 33;

Thence, S00°09'W, a distance of 4387.68 feet to an angle point in this tract, being MP 21 on the west boundary of the Pedro Armendaris Grant No. 33;

Thence, S00°11'W, a distance of 871.86 feet to the SE corner of this tract, the closing corner between Sections 34, 3 and the Pedro Armendaris Grant No. 33;

Thence, S89°54'W, a distance of 2198.46 feet to an angle point in this tract, the south ¼ corner of Section 34;

Thence, S89°57'W, a distance of 2060.73 feet to an angle point in this tract, a point on the north right-of-way of State Road 195;

Thence, along said right-of-way, N60°17'15"W, a distance of 627.80 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 392.00 feet, a central angle of 44°56'41", a distance of 307.50 feet to a point of tangency, (ch = N37°48'55"W, 299.67 feet);

Thence, along said right-of-way, N15°20'35"W, a distance of 172.70 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 702.00 feet, a central angle of 34°04'56", a distance of 417.58 feet to a point of tangency, (ch = N32°23'03"W, 411.45 feet);

Thence, along said right-of-way, N49°25'31"W, a distance of 542.68 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 950.00 feet, a central angle of 21°00'44", a distance of 348.40 feet to a point of tangency, (ch = N59°55'53"W, 346.45 feet);

Thence, along said right-of-way, N70°26'15"W, a distance of 142.54 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 850.00 feet, a central angle of 08°49'14", a distance of 130.85 feet to an angle point in this tract, (ch = N66°01'38"W, 130.73 feet);

Thence, N15°00'26"W, a distance of 14602.88 feet to the place of beginning.

PARCEL "B"

LEGAL DESCRIPTION

(1,924.63 acres)

A tract of land described as Sections 31 and 32, Township 12 South, Range 4 West, and Section 5, Township 13 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico.

PARCEL B IS LESS AND EXCEPT THE PROPERTY DESCRIBED BELOW:

A tract of land situate in the NE1/4 of Section 32, Township 12 South, Range 4 West, N.M.P.M., located at the Truth or Consequences Municipal Airport, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, said corner being the NE corner of Section 32, Township 12 South, Range 4 East, a U.S.G.L.O. "brass-cap" monument;

Thence, along the east boundary of said Section 32, S00°34'47"E, a distance of 1697.57 feet to the southernmost corner of this tract, a point on the west runway building restriction line;

Thence, along said restriction line, N26°55'23"W, a distance of 301.87 feet to an angle point in this tract;

Thence, along said restriction line, N35°27'14"W, a distance of 1764.76 feet to the westernmost corner of this tract, a point on the north boundary of said Section 32;

Thence, along said boundary, S89°32'17"E, a distance of 1143.19 feet to the place of beginning, containing 21.365 acres, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (Senn & Associates Plat dated March 9, 2010).

PARCEL "C"

LEGAL DESCRIPTION

(345.18 ACRES)

A tract of land situate in Sections 19 and 20, Township 12 South, Range 4 West, N.M.P.M., located NW of the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, said corner being the NW corner of Section 19, Township 12 South, Range 4 West;

Thence, S89°28'E, a distance of 2613.93 feet to an angle point in this tract, the north ¼ corner of Section 19;

Thence, S89°28'E, a distance of 2613.93 feet to an angle point in this tract, the NE corner of Section 19;

Thence, S88°42'E, a distance of 2043.84 feet to the NE corner of this tract, a point on the west right-of-way of State Road 181;

Thence, along said right-of-way, S20°33'E, a distance of 2628.80 feet to the SE corner of this tract, a point on the north right-of-way of State Road 52;

Thence, along said right-of-way, S68°35'W, a distance of 1129.53 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 1184.03 feet, a central angle of 39°34', a distance of 817.65 feet to a point of tangency, (ch = S88°22'W, 801.50 feet);

Thence, along said right-of-way, N71°51'W, a distance of 914.04 feet to an angle point in this tract;

Thence, S88°46'53"E, a distance of 1050.37 feet to an angle point in this tract;

Thence, N00°31'E, a distance of 1325.48 feet to an angle point in this tract;

Thence, N88°44'26"W, a distance of 1318.01 feet to an angle point in this tract;

Thence, S00°28'W, a distance of 1244.98 feet to an angle point in this tract, a point on the north right-of-way of State Road 52;

Thence, along said right-of-way, N71°51'W, a distance of 2285.29 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 5804.61 feet, a central angle of 05°52', a distance of 594.35 feet to a point of tangency, (ch = N74°47'W, 594.09 feet);

Thence, along said right-of-way, N77°43'W, a distance of 261.57 feet to a point of curvature;

Thence, along said right-of-way, along the arc of a curve to the left having a radius of 7714.44 feet, a central angle of 04°03', a distance of 545.30 feet to a point of tangency, (ch = N79°44'30"W, 545.19 feet);

Thence, along said right-of-way, N81°46'W, a distance of 1688.95 feet to the SW corner of this tract;

Thence, N00°05'W, a distance of 1357.19 feet to the place of beginning.

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
Instrument was filed for record on the
26th day of Sept A.D., 20 11
at 9:46 o'clock A M. and duly
recorded in book 118 page 3208-3227

Fee \$ 50.00
Connie Greer

County Clerk, Sierra County, N. Mex

By Debraj Kumar
Deputy

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE NO. 586

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES APPROVING ANNEXATION NUMBER 2008-1 OF CERTAIN PROPERTY OWNED BY HOT SPRINGS LAND DEVELOPMENT, LLC ADJACENT TO CITY CORPORATE BOUNDARIES NEAR THE MUNICIPAL AIRPORT AS FURTHER DESCRIBED HEREIN

WHEREAS, the GOVERNING BODY did hold a duly noticed Public Hearing; and

WHEREAS, the GOVERNING BODY did consider the recommendation from the Planning and Zoning Commission; and

WHEREAS, the GOVERNING BODY did consider testimony from staff and the public before reaching its decision; and

WHEREAS, the GOVERNING BODY did consider the applicable State of New Mexico Annexation Statute 3-7-17 in rendering its decision; and


WHEREAS, the GOVERNING BODY does make the following finding:

1. That the City has a need to control the manner in which land is developed in order to promote orderly land uses in areas contiguous to City boundaries.
2. That the land in question is contiguous to City boundaries.
3. That the petition of the applicant includes the required map (Exhibit "A") showing the external boundary of the territory proposed to be annexed and the relationship to existing City boundaries.
4. That the applicant to the annexation also owns land within the corporate boundaries within the City.
5. That the applicant is the sole owner of all land being annexed and has consented to the annexation via their petition for annexation.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES that in consideration of the aforementioned petition (Exhibit "B") for annexation, findings and testimony, and in accordance with State Statute that an ordinance approving the petition for annexation from Hot Springs Land Development, LLC is hereby approved, passed and adopted. FURTHER, the City Clerk is instructed to file this Ordinance with the County Clerk as prescribed by law.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2008

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

ATTEST:

MARY PENNER, CITY CLERK
1950

By: 
LORI MONTGOMERY, MAYOR

Mail: City of T.C.C.
505 Sierra
T.C.C., Sierra 87901

Book 112
Page 2108

D8023670

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
Instrument was filed for record on the
25th day of Aug. A.D., 20 08
at 12:34 o'clock P.M. and duly
recorded in book 112 page 2107-2108
Fee \$ 11.00

Janice A. Sanchez
County Clerk, Sierra County, N. Mex
By [Signature] Deputy

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE NO. 586

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES APPROVING ANNEXATION NUMBER 2008-1 OF CERTAIN PROPERTY OWNED BY HOT SPRINGS LAND DEVELOPMENT, LLC ADJACENT TO CITY CORPORATE BOUNDARIES NEAR THE MUNICIPAL AIRPORT AS FURTHER DESCRIBED HEREIN

WHEREAS, the GOVERNING BODY did hold a duly noticed Public Hearing; and

WHEREAS, the GOVERNING BODY did consider the recommendation from the Planning and Zoning Commission; and

WHEREAS, the GOVERNING BODY did consider testimony from staff and the public before reaching its decision; and

WHEREAS, the GOVERNING BODY did consider the applicable State of New Mexico Annexation Statute 3-7-17 in rendering its decision; and

WHEREAS, the GOVERNING BODY does make the following finding:

1. That the City has a need to control the manner in which land is developed in order to promote orderly land uses in areas contiguous to City boundaries.
2. That the land in question is contiguous to City boundaries.
3. That the petition of the applicant includes the required map (Exhibit "A") showing the external boundary of the territory proposed to be annexed and the relationship to existing City boundaries.
4. That the applicant to the annexation also owns land within the corporate boundaries within the City.
5. That the applicant is the sole owner of all land being annexed and has consented to the annexation via their petition for annexation.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES that in consideration of the aforementioned petition (Exhibit "B") for annexation, findings and testimony, and in accordance with State Statute that an ordinance approving the petition for annexation from Hot Springs Land Development, LLC is hereby approved, passed and adopted. **FURTHER**, the City Clerk is instructed to file this Ordinance with the County Clerk as prescribed by law.

PASSED, APPROVED AND ADOPTED this 18th day of August, 2008

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: *Lori Montgomery*
LORI MONTGOMERY, MAYOR

ATTEST:
Mary Penner
MARY PENNER, CITY CLERK

being re-recorded to include
EXHIBITS "A" & "B"

Mail: City of T.O.C.
505 Sierra
T.O.C., Sierra 87901

Book 112
Page 2177

Book 112
Page 2108

D802670

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
Instrument was filed for record on the
25th day of Aug, A.D., 20 08
at 12:34 o'clock P.M. and duly
recorded in book 112, page 2107-2108
Fee \$ 11.00

Janice A. Sanchez
County Clerk, Sierra County, N. Mex
By Wendy Turner
Deputy

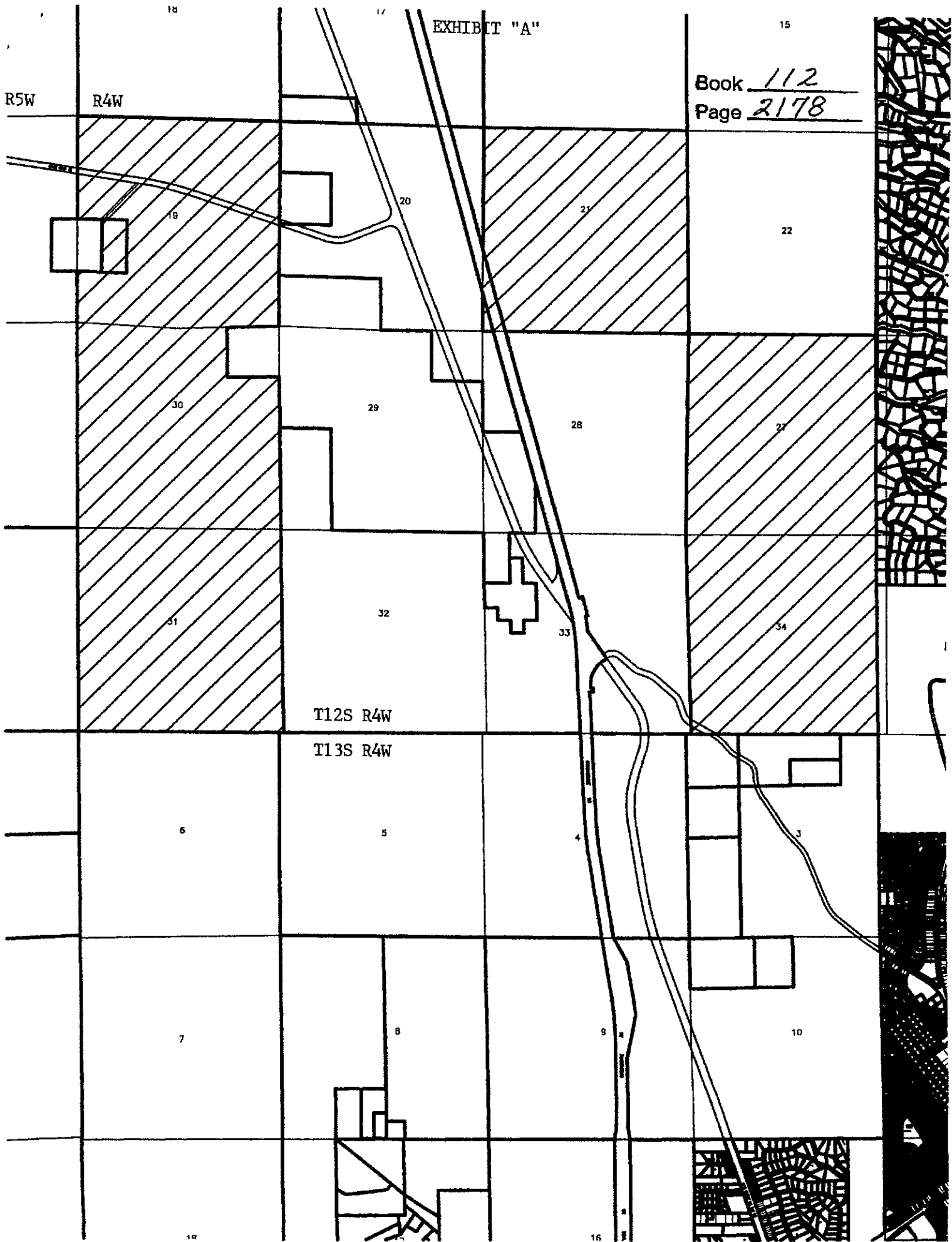
EXHIBIT "A"

15

Book 112
Page 2178

R5W

R4W



18

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27

31

32

33

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T12S R4W

T13S R4W

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16



EXHIBIT "B"

Book 112
Page 2179

May 23, 2008

Mr. Chris Nobes
Building Inspector
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: 7,387.56 acres of land in Sierra County, New Mexico (the "Property")

Dear Chris:

By way of further clarification and in accordance with Section 3-7-17 NMSA 1978: Annexation; petition by owners of contiguous territory; duty of governing body; ordinance; appeal, Hot Springs Land Development, LLC, as fee simple owner of the above referenced Property, is hereby filing its application for annexation of the six (6) sections of land within our property that was not already annexed by the City back in 2003. The sections of land within our Property that were already annexed by the City back in 2003 are: T12S, R4W; Section 20, Section 28, Section 29, Section 32, Section 33 and T13S, R4W; Section 4 and Section 5.

The six (6) sections of the Property are contiguous to the City's boundaries. We ask that this Annexation Application be scheduled for the July 1, 2008 Public Hearing calendar.

The six (6) sections for which Hot Springs is seeking annexation are as follows:

T12S, R4W

Section 19 - Lots 1, 11, 12, 13, 14, 15, 16, 17 and 18, E1/2, E1/2 NW1/4

Section 21 - All

Section 27 - Lots 1, 2, 3 and 4, W1/2 E1/2, W1/2

Section 30 - Lots 1, 2, 3 and 4, NW1/4 NE1/4, E1/2 W1/2, SE1/4

Section 31 - Lots 1, 2, 3 and 4, E1/2, E1/2 W1/2

Section 34 - Lots 1, 2, 3 and 4, W1/2 E1/2, W1/2

Please distribute copies of this letter of clarification to the Planning and Zoning Board and other appropriate departments whose duty it is to address the applications.

Should you have any questions, please contact me at your earliest convenience.

Sincerely,

William Humphries
HSMD Chief Operations Officer

cc: Gregory Neal, HSMD Chief Executive Officer
Chuck Maynard, HSMD Chief Financial Officer

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on 21st day of August A.D., 2008 at 12:56 o'clock P. M. and is recorded in book 112 page 2179.
Fee \$ 15.00
Michael J. Sanchez
County Clerk, Sierra County, N.M.

PO Box 3235 Truth or Consequences, NM 87901 800.865.2010

3816 West Linebaugh Ave. Suite 210 Tampa, FL 33618 813.961.8400

**NOTICE
 CLAIM OF LIEN**

BEFORE ME, the undersigned Notary Public, personally appeared Samuel J Senn, P.E., CEO of BASCOR Engineering (hereinafter known as Lienor), whose address is 207 San Mateo Avenue, PO Box 221, Elephant Butte, New Mexico 87835, and PO Box 669, Mt. Prospect, Illinois, 60056, and that in accordance with professional services rendered by Lienor at the request of and for the benefit for and Hot Springs Land Development, LLC, (and all associated parties) (hereinafter know as Lienee), whose current listed address is P.O. Box 3235 Truth or Consequences, NM 87901, and 3816 West Linebaugh Ave. Suite 210 Tampa, FL 33618, Lienor did furnish labor, services or materials for Lienee consisting of, but not limited to:

- Project Planning
- Civil Engineering
- Site Engineering
- Storm Water Engineering
- Development of PV Solar Utility Grade Plant
- Introduction of BP Solar for purposes of developing property currently owned by Lienee
- Permit Approvals and Coordination with the City of Truth or Consequences, and
- Other associated services provided to promote and facilitate the planning and development of Property owned by Lienee

On the following and associated with the real property in Truth or Consequences, Sierra County, State of New Mexico, described as the Hot Springs Land Development, and further described as follows to wit:

<u>T. 12 S., R. 4 W.,</u>	<u>Acres</u>
Sec. 19, Lots 1, 11 to 18 inclusive, E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$	598.50
Sec. 20, E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$	520.00
Sec. 21, All	640.00
Sec. 27, Lots 1 to 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$	593.20
Sec. 28, E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	560.00
Sec. 29, NE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	120.00
Sec. 30, Lots 1 to 4, NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$	598.92
Sec. 31, Lots 1 to 4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	639.40
Sec. 32,	640.00
Sec. 33, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	585.00
Sec. 34, Lots 1 to 4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$	588.18

180

Book 115
Page 1198

T. 13 S., R. 4 W.
Sec. 4, Lots 1 to 4, S½N½, S½
Sec. 5, Lots 1 to 4, S½N½, S½
Total

Acres
652.48
651.88
7,387.56

This description is part of a Land Exchange Proposal submitted for the State Trust Land (the "Land"), (description based upon the public land survey system):

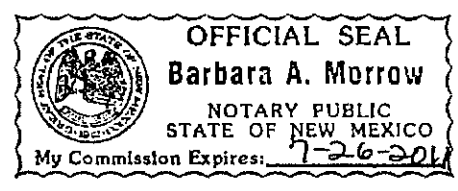
With a total unpaid value of \$46,521.58 (Forty Six Thousand Five Hundred Twenty One and 58 / 100 dollars) for services furnished in 2009.

Lienor:
By: Samuel J. Senn
Agent

On December 11, 2009, Before me SAMUEL J. SENN, personally appeared Samuel J. Senn (CEO of Lienor), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacities, and that by his/her/their signatures on the instrument, the person (s) or the entity on behalf of which the person (s) acted, executed the instrument.

State of New Mexico

County of Sierra



WITNESS my hand and official seal this 11th day of December, 2009.

Notary Signature Barbara A. Morrow

My Commission Expires: July 26, 2011

STATE OF NEW MEXICO } SS
County of Sierra }
I HEREBY CERTIFY that this
Instrument was filed for record on the
11th day of DEC A.D., 20 09
at 3:27 o'clock P M. and duly
recorded in book 115 page 1197-1198
Fee \$ 11.00
Connie Green
County Clerk, Sierra County, N. Mex
By Dwight Turner
Deputy

CLAIM OF LIEN

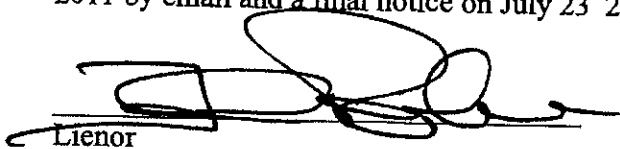
STATE OF New Mexico
 COUNTY Sierra

BEFORE ME, the undersigned Notary Public, personally appeared John F. Roberts who duly sworn says that he is (the lienor herein) (the agent of the lienor herein) whose address is 707 Erie Elephant Butte New Mexico 87935-0240 and that in accordance with a contract with lienor furnished labor, services consisting of: Professional services in marketing, local representation and business development on the following described real property in Sierra County, State of New Mexico, described as

Hot Springs Land Development, further described as follows to wit:	
Description	Acres
T. 12 S., R. 4 W.	
Sec. 19, Lots 1, II to 18 inclusive, E'h, E'hNW1.	598.5
Sec. 20, EY", N'hNW1., SE'1.NWJ1., NV,SW1.	520
Sec. 21, All	640
Sec. 27, Lots 1 to 4, WY,EY:;, WYz	593.2
Sec. 28, E12, NWV., m'iSW14	560
Sec. 29, NE'1.NE'1., WV,SW1.	120
Sec. 30, Lots I to 4, NW'1.NEJ1., SV,NEY<. E12W12, SEV.	598.92
Sec. 31, Lots I to 4, EY" EV,WV,	639.4
Sec. 32, All	640
Sec. 33, NE'1., EV,NW'1.. NEV.NW'1.NW'1., E12SE'1.NWJ1.NW'1., W12SW'1.SW14NW'1., SE'1.SW'4SW'1.NW'1., SE'1.SE'1.SW'1.NW'1.,S12 585.00	585
Sec. 34, Lots I to 4, WV,EV2, Wv, 588.13	588.18
T. 13 S., R. 4 W.	
Sec. 4, Lots I to 4, SY2NV" Sv,	652.48
Sec. 5, Lots 1 to 4, SV,NY1, Sv,	651.88
Total	7387.56

Book 118
Page 1638

and owned by Hot Springs Land Development LLC of a total value of dollars (\$ 44,204.00) of which there remains unpaid \$ 14,204.00., and these services were provided beginning in April 2010 through August 2010 , by John F. Roberts and that the lienor served copies of the invoices to Hot Springs Land Development LLC on a regular basis beginning August 2010 through July 2011 by email and a final notice on July 23 2011, by Fax and email.


Lienor

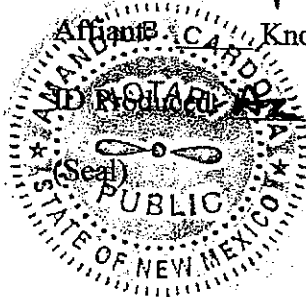
Agent

On July 25, 2011 before me, Amanda B. Cardona personally appeared John F. Roberts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Amanda B. Cardona

Affiant Amanda B. Cardona Known Unknown



Dr. License
Expires: Aug. 11, 2013

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 25th day of July A.D., 20 11 at 5:06 o'clock P. M. and duly recorded in book 118 page 1637-1638 fee \$ 50.00

Carmie Green
County Clerk, Sierra County, N. Mex
By Amanda B. Cardona
Deputy

Book 116
Page 1134

1001494

OK-11.00
Add: John Roberts
PO Box 240
Alpharetta, GA 30706
480-252-8534
87935-0240

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
Instrument was filed for record on the
17th day of June A.D., 20 10
at 9:24 o'clock A M. and duly
recorded in book 116 page 1133-1134
Fee \$ 11.00

Connie Greer
County Clerk Sierra County, N. Mex
By Carol Belinsky
Deputy

SPECIAL WARRANTY DEED

Hot Springs Land Development LLC, a New Mexico Limited Liability Company, for consideration paid, grant(s) to City of Truth or Consequences whose address is 505 Sims Street T or C, NM 87901 the following described real estate in Sierra County, New Mexico:

See Exhibits "A" and "B" attached hereto and made a part hereof

with special warranty covenants.

Witness _____ hand and seal this 22nd day of July, 2011.

Hot Springs Land Development LLC, a New Mexico Limited Liability Company

GB Neal
By Gregory B. Neal

_____ (Seal)

_____ (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF SIERRA

This instrument was acknowledged before me on July 27, 2011 by Gregory B. Neal, CEO, Partner, Hot Springs Land Development LLC, a New Mexico Limited Liability Company.



Nevelyn Kemp
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF _____

This Instrument was Acknowledged before me on _____, by _____, of _____, a _____ corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____

File #1135703

LEGAL DESCRIPTION
(HSLD to City of T. or C.-21.365 acres)

A tract of land situate in the NE1/4 of Section 32, Township 12 South, Range 4 West, N.M.P.M., located at the Truth or Consequences Municipal Airport, and more particularly described as follows, to-wit;

Beginning at the NE corner of this tract, said corner being the NE corner of Section 32, Township 12 South, Range 4 West, a U.S.G.L.O. "brass-cap" monument;

Thence, along the east boundary of said Section 32, S00°34'47"E, a distance of 1697.57 feet to the southernmost corner of this tract, a point on the west runway building restriction line;

Thence, along said restriction line, N26°55'23"W, a distance of 301.87 feet to an angle point in this tract;

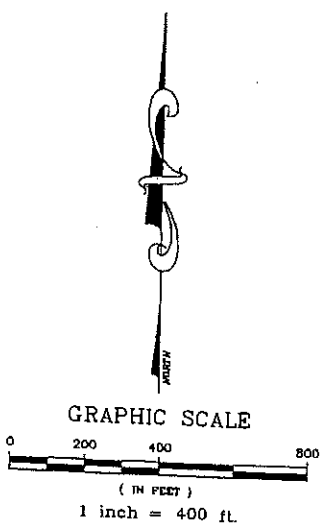
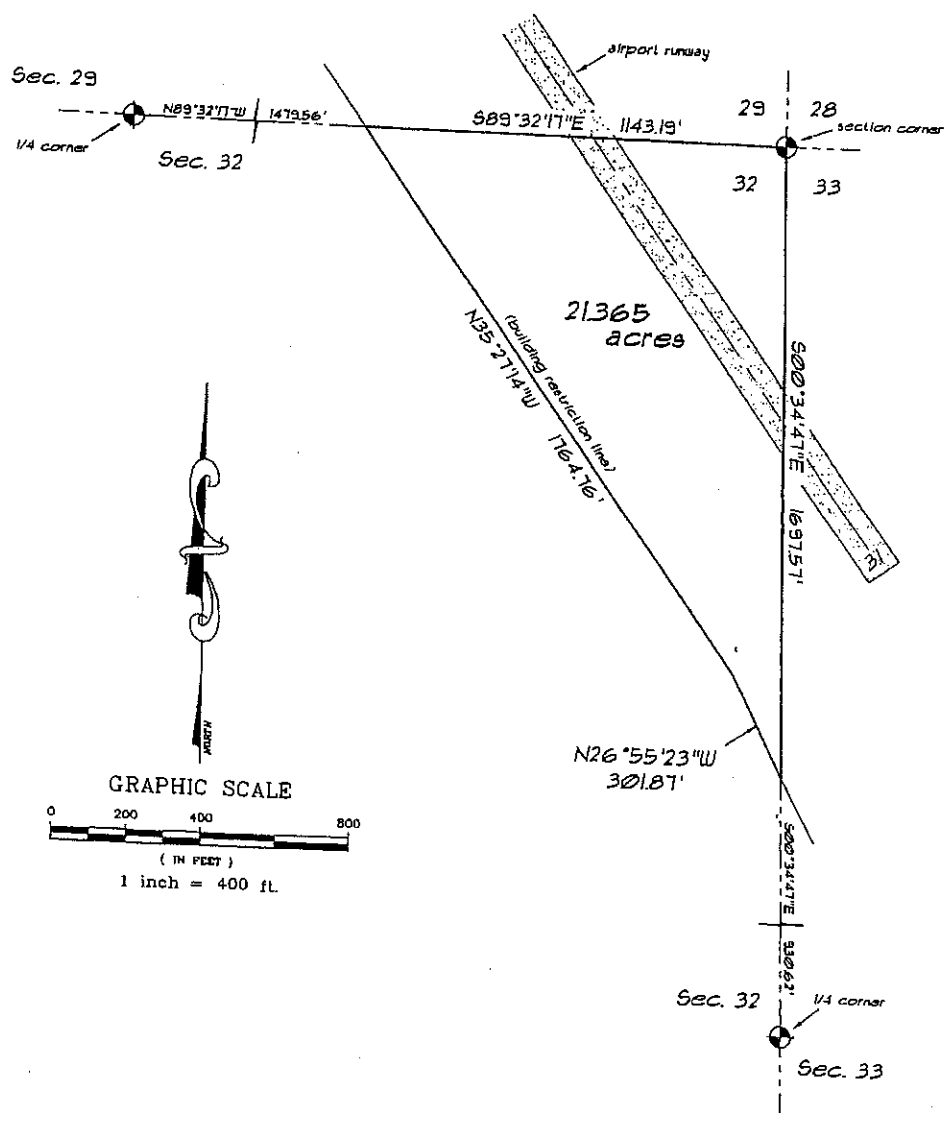
Thence, along said restriction line, N35°27'14"W, a distance of 1764.76 feet to the westernmost corner of this tract, a point on the north boundary of said Section 32;

Thence, along said boundary, S89°32'17"E, a distance of 1143.19 feet to the place of beginning, containing 21.365 acres, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (Senn & Associates Plat dated March 9, 2010).

PLAT OF
of a 21,365 acre tract of land
in the NE 1/4 of Section 32, Township 12 South, Range 4 West, NMPM,
at the Truth or Consequences Municipal Airport, Sierra County,
New Mexico

Book 118
Page 1533



March 9, 2010

⊙ = U.S.G.L.O. "brass-cap" monument
Bearings based on GPS observation

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
instrument was filed for record on the
22nd day of July, A.D., 2011
at 4:05 o'clock P.M. and duly
recorded in book 118, page 1531-1533
Fee \$ 20.00
Donnie Lopez
County Clerk, Sierra County, N.M.
By Sherry Snyders Deputy

EXHIBIT "B"

Senn & Associates
Professional Land Surveying
P.O. Box 629 Elephant Butte, New Mexico 87935

CERTIFICATE

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.

This plat meets the minimal requirements of the Standards of Land Surveys in New Mexico.

David M. Senn
David M. Senn
New Mexico Professional Surveyor
License Number 0229

INDEXING INFORMATION FOR COUNTY CLERK
Hot Springs Land Development
Section 32
Township 12 South, Range 4 West, NMPM

158

CLAIM OF LIEN

STATE OF New Mexico
 COUNTY Sierra

BEFORE ME, the undersigned Notary Public, personally appeared John F. Roberts who duly sworn says that he is (the lienor herein) (the agent of the lienor herein) whose address is 707 Erie Elephant Butte New Mexico 87935-0240 and that in accordance with a contract with lienor furnished labor, services consisting of: Professional services in marketing, local representation and business development on the following described real property in Sierra County, State of New Mexico, described as

Hot Springs Land Development, further described as follows to wit:	
Description	Acres
T. 12 S., R. 4 W.	
Sec. 19, Lots I, II to 18 inclusive, E ^h , E ^h NW ^l .	598.5
Sec. 20, EY ^h , N ^h NW ^l , SE ^l NW ^l ., NV, SW ^l .	520
Sec. 21, All	640
Sec. 27, Lots 1 to 4, WY, EY ^h ; WY ^z	593.2
Sec. 28, E12, NWV., m ⁱ SW ^l 4	560
Sec. 29, NE ^l NE ^l , WV, SW ^l .	120
Sec. 30, Lots I to 4, NW ^l NE ^l ., SV, NEY ^{<} . E12W12, SEV.	598.92
Sec. 31, Lots I to 4, EY ^h EV, WV,	639.4
Sec. 32, All	640
Sec. 33, NE ^l , EV, NW ^l ., NEV, NW ^l NW ^l ., E12SE ^l NW ^l NW ^l ., W12SW ^l SW ^l 4NW ^l ., SE ^l SW ^l 4SW ^l NW ^l ., SE ^l SE ^l SW ^l NW ^l ., S12 585.00	585
Sec. 34, Lots I to 4, WV, EV2, Wv, 588.13	588.18
T. 13 S., R. 4 W.	
Sec. 4, Lots 1 to 4, SY2NV ^h Sv,	652.48
Sec. 5, Lots 1 to 4, SV, NY ^l , Sv,	651.88
Total	7387.56

Book 118
Page 1638

and owned by Hot Springs Land Development LLC of a total value of dollars (\$ 44,204.00) of which there remains unpaid \$ 14,204.00., and these services were provided beginning in April 2010 through August 2010 , by John F. Roberts and that the lienor served copies of the invoices to Hot Springs Land Development LLC on a regular basis beginning August 2010 through July 2011 by email and a final notice on July 23 2011, by Fax and email.

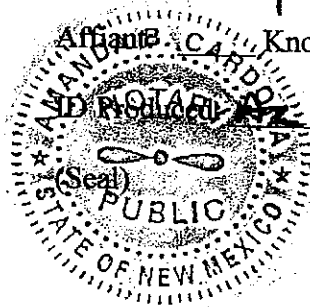
[Signature]
Lienor _____ Agent _____

On July 25, 2011 before me, Amanda B. Cardona personally appeared John F. Roberts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Amanda B. Cardona

Affiant Known Unknown



Dr. License
Expire: Aug. 11, 2013

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 25th day of July A.D., 20 11 at 5:06 o'clock P. M. and duly recorded in book 118 page 1637-1638 Fee \$ 50.00

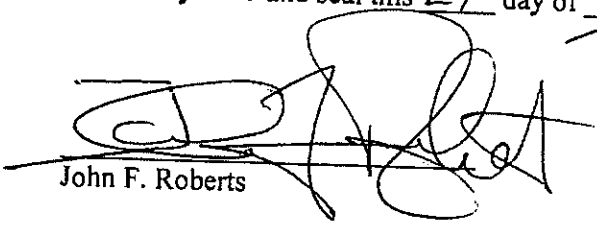
Connie [Signature]
County Clerk, Sierra County, N. Mex
By Amanda B. Cardona
Deputy

Book 120
Page 313

RELEASE OF CLAIM OF LIEN

John F. Roberts, under a certain Claim of Lien, on the 25th day of July, 2011, and recorded in Book 118, page(s) 163-1638 of the records of Sierra County, New Mexico, do hereby discharge the said Claim of Lien and operation thereof.

Witness my hand and seal this 27 day of JUNE, 2012.



John F. Roberts

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO §
COUNTY OF Sierra §

This instrument was acknowledged before me on June 27, 2012 by John F. Roberts.

My Commission Expires:


Notary Public

STATE OF NEW MEXICO
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 3RD day of July A.D., 2012 at 2:42 o'clock PM M. and duly recorded in book 120 page 313.
Fee, \$ 25.00
Connie Drees
County Clerk, Sierra County, N. Mex.
By [Signature]
Deputy


OFFICIAL SEAL
Nevelyn Kemp
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 6-9-2014

Book 120
Page 307-309

BOUNDARY SURVEY PLAT

HOT SPRINGS LAND DEVELOPMENT LLC

SECTION 28 & 33 TOWNSHIP 12 SOUTH

RANGE 4 WEST

BOOK 120 PAGES 307-309

SLIDE #425

1 MYLAR & 2 ATTACHMENTS

STATE OF NEW MEXICO } SS
County of Sierra

I HEREBY CERTIFY that this
instrument was filed for record on the
3RD day of July A.D., 20 12
at 2:33 o'clock P M. and duly
recorded in book 120 page 307-309
Fee \$ 25.00
Conrice Green
County Clerk, Sierra County, N. Mex.
By A. Debbey Surran Deputy

WARRANTY DEED

Book 120
Page 310

Hot Springs Land Development LLC, a New Mexico Limited Liability Company, for consideration paid, grant(s) to Hot Springs TC, LLC, a New Mexico limited liability company, whose address is 9625 Wes Kearney Way, Riverview, FL 33578 the following described real estate in Sierra County, New Mexico:

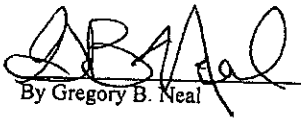
See Exhibit "A" ^{and "B"} attached hereto and made a part hereof

SUBJECT TO: Restrictions, Reservations and Easements of record.

with warranty covenants.

Witness _____ hand(s) and seal this 21st day of June, 2012.

Hot Springs Land Development LLC, a New Mexico Limited Liability Company


By Gregory B. Neal

(Seal)

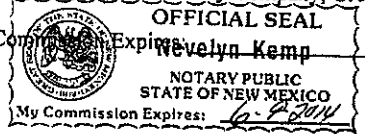
(Seal)


ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF SIERRA

This instrument was acknowledged before me on June 21, 2012, by Hot Springs Land Development LLC, a New Mexico Limited Liability Company, Greg B. Neal, manager.

My Commission Expires: 6-2-2014

OFFICIAL SEAL
Evelyn Kemp
NOTARY PUBLIC
STATE OF NEW MEXICO



Notary Public

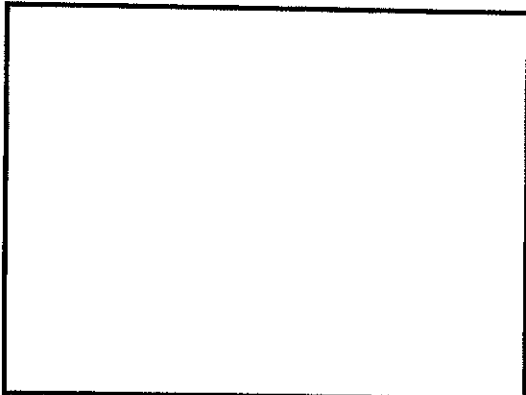
ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF _____

This Instrument was Acknowledged before me on _____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public
My Commission Expires: _____



Senn & Associates

Professional Land Surveying

P.O. Box 629

Elephant Butte, New Mexico 87935

(575) 744-5773

Book 120

Page 311

LEGAL DESCRIPTION-PARCEL A

(14.405 ACRES)

A tract of land situate in the NW1/4 of Section 33, Township 12 South, Range 4 West, N.M.P.M., bounded on the east by the west right-of-way of U.S. Interstate 25 and bounded on the west by the east right-of-way of State Highway 181, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a ½" rebar w/survcap 12129, a point on the north boundary of Section 33, Township 12 South, Range 4 West, also a point on the east right-of-way of State Highway 181, whence the NW corner of said Section 33, a U.S.G.L.O. "brass-cap" monument, bears N89°47'54"W, a distance of 987.26 feet;

Thence, along said boundary, S89°47'54"E, a distance of 679.08 feet to the NE corner of this tract, a ½" rebar w/survcap 12129, a point on the west right-of-way of U.S. Interstate 25;

Thence, along said right-of-way, S15°04'08"E, a distance of 519.42 feet to a point of curvature, a N.M.S.H.T.D. "iron-rail" monument;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 1894.34 feet, a central angle of 14°04'14", (ch = S08°02'01"E, 464.04 feet), a distance of 465.21 feet to a point of compound curvature, a N.M.S.H.T.D. "iron-rail" monument;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 914.55 feet, a central angle of 09°18'06", (ch = S03°39'09"W, 148.31 feet), a distance of 148.47 feet to a point of compound curvature, a N.M.S.H.T.D. "iron-rail" monument;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 405.41, a central angle of 35°46'24", (ch = S26°11'24"W, 249.03 feet), a distance of 253.12 feet to the southernmost corner of this tract, a ½" rebar w/survcap 12129, a point on the east right-of-way of State Highway 181;

Thence, along said right-of-way, N35°21'30"W, a distance of 225.06 feet to a point of curvature, a N.M.S.H.T.D. "iron-rail" monument;

Thence, along said right-of-way, along the arc of a curve to the right having a radius of 5626.80 feet, a central angle of 13°23'30", (ch = N28°39'45"W, 1312.15 feet), a distance of 1315.15 feet to the place of beginning, containing 14.405 acres, more or less.

Senn & Associates

Professional Land Surveying
P.O. Box 629
Elephant Butte, New Mexico 87935
(575) 744-5773

Book 120
Page 312

LEGAL DESCRIPTION-PARCEL B (4.267 ACRES)

A tract of land situate in the E1/2 SW1/4 of Section 28, Township 12 South, Range 4 West, N.M.P.M., bounded on the east by the west right-of-way of U.S. Interstate 25, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap 12129, a point on the south boundary of Section 28, Township 12 South, Range 4 West, whence the SW corner of said Section 28, a U.S.G.L.O. "brass-cap" monument, bears N89°47'54"W, a distance of 1353.95 feet;

Thence, along the west boundary of the E1/2 SW1/4 of said Section 28, N00°23'26"W, a distance of 1190.19 feet to the northernmost corner of this tract, a "pk" nail in concrete w/aluminum tag 12129, a point on the west right-of-way of U.S. Interstate 25;

Thence, along said right-of-way, S15°03'26"E, a distance of 1116.66 feet to an angle point in this tract, a N.M.S.H.T.D. "iron-rail" monument;

Thence, along said right-of-way, S15°04'08"E, a distance of 116.97 feet to the SE corner of this tract, a 1/2" rebar w/survcap 12129, a point on the south boundary of said Section 28;

Thence, along said boundary, N89°47'54"W, a distance of 312.39 feet to the place of beginning, containing 4.267 acres, more or less.

STATE OF NEW MEXICO } ss
County of Sierra

I HEREBY CERTIFY that this instrument was filed for record on the 30th day of July A.D., 20 12 at 2:38 o'clock P. M. and duly recorded in book 120 page 310-312
Fee \$ 25.00
Connie Greer
County Clerk, Sierra County, N.Mex
By Abbey Senn
Deputy

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
CONSTRUCTION MAINTENANCE EASEMENT**

THIS INDENTURE, made and entered into this 27 day of July, 2018, by and between **HOT SPRINGS LAND DEVELOPMENT, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY**, party(ies) of the first part and the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, State of New Mexico, party of the second part, WITNESSETH: That the said party(ies) of the first part, for and in consideration of lawful money of the United States of America in hand paid by said party of the second part, the whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents do(es) grant, bargain, sell and convey unto the said party of the second part, a perpetual, full and unrestricted easement to construct, maintain and perform any other necessary acts relative to the proper safety and function of the following feature on **N.M.P. 1100950 / PCN 1100950** along, over and across the following described strip, tract, and parcel of land and real estate lying situate and being in the County of Sierra, State of New Mexico, to wit:

(2-CME-1)

A certain tract of land situated within the SE 1/4 of Section 4, Township 13 South, Range 4 West, N.M.P.M., Sierra County, New Mexico, said tract being a portion of land described in Exchange Patent Dated April 16, 2008 in Book 111, Page 2237, filed for record in the office of the County Clerk of Sierra County, New Mexico and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at the Southeast corner of said tract herein described, said point being on the Westerly existing (2017) right of way line of New Mexico State Road 181, being 100.00' left of survey centerline at P.O.T Station 170+50.00 of N.M.P No. 1100950, from whence the South quarter corner of Section 4, being a USGLO Brass Cap found in place, bears S.48°28'10"W. a distance of 1865.91 feet and from whence the East quarter corner of Section 4, being a USGLO Brass Cap found in place, bears N.42°14'58"E. a distance of 1854.10 feet;

Thence, N.08°13'22"W. along said Westerly existing (2017) Right of Way of New Mexico State Road 181 a distance of 350.00 feet to a point;

Thence, S.81°46'38"W. a distance of 90.00 feet to a point;

Thence, S.08°13'22"E. a distance of 350.00 feet to a point;

Thence, N.81°46'38"E. a distance of 90.00 feet to the point of beginning.

Said tract contains 31,500 Square Feet or 0.7231 Acres, more or less.

Project: New Mexico Project # 1100950 / PCN 1100950

(SEE REVERSE SIDE)

SIERRA COUNTY, NM
SHELLY K TRUJILLO, COUNTY CLERK
201802630
Book 130 Page 4679
1 of 2
12/10/2018 11:46:55 AM
BY JOSIE

Please Return Recorded Document To:
N.M.D.O.T.
P.O. Box 1149
R.O.W. Records, Room 220
Santa Fe, N.M. 87504-1149
Attn: Cheryl Vigil

ORIGINAL

196

together with the full and unrestricted right unto the said party of the second part and unto the State of New Mexico, to use the same for public highway purposes to place such construction feature(s) (DRAINAGE) thereupon as may be necessary or desirable in connection with the use of the same for highway purposes: to prohibit all usage of said land for purposes which may be or become inconsistent with the regulations of the New Mexico Department of Transportation.

THE GRANTOR ACKNOWLEDGES THAT no considerations were promised for the easement granted other than those considerations hereinabove written.

IN WITNESS WHEREOF, the said party(ies) of the first part has hereupon set its hand(s) and seal(s), on the day and year hereinabove written.

Hot Springs Land Development, LLC.,
a New Mexico limited liability company

By: _____

Title: _____

Member

CORPORATE ACKNOWLEDGMENT

STATE OF Florida)

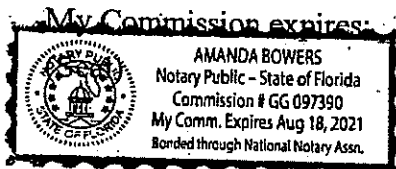
) SS

COUNTY OF Hillsborough)

On this 27th day of July, 2018, before me, a Notary Public in and for said County and State, personally appeared Bing Kearney who is are the Member, respectively, of **Hot Springs Land Development, LLC., a New Mexico limited liability company**, and who is are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal,

Notary Public



My Commission expires: Aug. 18, 2021

SIERRA COUNTY, NM
SHELLY K TRUJILLO, COUNTY CLERK
201802630
Book 130 Page 4680
2 of 2
12/10/2018 11:46:55 AM
BY JOSIE

M M Transportation
P.O. Box 1144
Sierra Co, NM 87504
505-490-1880
Amanda Bowers

1802630
JAN 19 2019

SIERRA COUNTY, NM
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Book 140 Page 849
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SIERRA COUNTY, NM
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Book 140 Page 850
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Book 140 Page 851
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Book 140 Page 852
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Book 140 Page 853
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Book 140 Page 858
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SIERRA COUNTY, NM
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Book 140 Page 861
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BY TERESAS

SIERRA COUNTY, NM
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Book 140 Page 862
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BY TERESAS

SIERRA COUNTY, NM
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Book 140 Page 863
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SIERRA COUNTY, NM
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Book 140 Page 864
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SIERRA COUNTY, NM
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Book 140 Page 865
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BY TERESAS

SIERRA COUNTY, NM
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Book 140 Page 866
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SIERRA COUNTY, NM
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Book 140 Page 867
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BY TERESAS

SIERRA COUNTY, NM
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Book 140 Page 868
20 of 21
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BY TERESAS

RIGHT OF WAY NEW MEXICO DEPT OF TRANSPORTATION

SEC- 4,9,10,15,20,22,28,29,33

TWP- 13S RGE-04W

SEC- 6,7,8,17,20,31

TWP- 12S RGE-04W

SEC- 4,6,31

TWP- 11S RGE-04W

Slide #584

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SECTION SIX

PURCHASE & SALE AGREEMENT



Contract For Sale and Purchase

1629 Shepherd Rd
Lakeland, FL 33811
(863) 644-6681

SIERRA , NEW MEXICO , JULY 29 , 2023
COUNTY , **STATE** **MONTH/DATE** **YEAR**

Buyer: Address: City: State: FL Zip: Phone/Email:	Seller: Hot Springs Land Development LLC Address: City: State: Zip: Phone/Email:
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Buyer hereby offers to purchase the following described property:

Auction Parcel(s) # _____, as shown on the attached Exhibit Drawing "A" located in Sierra County, New Mexico

TOTAL PURCHASE PRICE of said property is \$ _____ Balance payable as follows: (B) _____

Shall be paid as follows, to-wit:
 Earnest Money Deposit _____ Remaining balance due in cash at closing. _____

Held by: **Sierra County Title (10%)** \$ _____
 411 E. Third Ave., Truth or Consequences New Mexico 87901
 575-894-9015

Balance Due at Closing but subject to proration and adjustments. See Next Column (B) \$ _____

- 1) **Title Insurance:** At the closing of this transaction, SELLER shall have issued by SIERRA COUNTY TITLE a standard owner's policy for title insurance agreeing to insure title to said property and upon closing, BUYER shall purchase and have delivered to Buyer, a title insurance policy on the real property covered hereunder in the amount of the full purchase price, after all necessary instruments are filed of record.

- 2) **Closing Date:** In the event the title shall be proven to be uninsurable, Seller shall have a period of one-hundred sixty (160) days within which to cure defects in title, and this sale shall be closed within ten (10) days after notice of such curing to Buyer. Upon Seller's failure to correct uninsurability within the time limit, the earnest money deposit shall be returned to Buyer upon demand, and all rights and liabilities arising hereunder shall terminate. Subject to the aforesaid curative period, this sale shall be closed on or before: See Special Agreement Paragraph 20. If any necessary closing documentation is not available on the closing date, then Seller may, at his sole option, extend the closing date up to an additional thirty (30) days.

- 3) **Conveyance:** Seller agrees to convey title to the aforesaid property to Buyer by WARRANTY Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.

- 4) **Costs:** The cost of recording the deed shall be paid by the SELLER. The cost of recording the Survey will be paid by the BUYER. The BUYER and SELLER will equally share the cost of the closing fee to the closing agent. BUYER shall properly execute any required notes and mortgages and place the required stamps thereon and pay intangible tax, recording costs, document preparation and any other costs associated with Buyer's financing. Unless otherwise specified herein, the form of the mortgage will be in a form typically used by lenders in the area for this type of property.

- 5) **Acceptance:** This instrument shall become effective as a contract when signed by Agent, Buyer, and Seller. If not signed by all parties on or before See Special Agreement Paragraph 20 any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon Buyer through the date stated in this paragraph

5. A legible facsimile copy or scanned email of this Contract and any signatures hereon shall be considered for all purposes as an original.

6) **Binding Contract:** This Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.

7) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by proration. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Real Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. **Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information. Buyer should not rely on the seller's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.**

8) **Full Agreement:** No agreements unless incorporated in this Contract shall be binding upon Agent, Buyer, or Seller.

9) **Inspection:** Upon the signing of this Contract, Buyer affirms that Buyer has personally inspected this property, or it has been inspected by its representative with power to act in Buyer's behalf. Buyer specifically warrants that it has performed all necessary due diligence in the inspection of the subject property and any improvements thereon including, if desired, wood destroying organisms, environmental assessments, boundary surveys, and governmental regulation inquiry. Buyer affirms that it has not relied upon any statement or representation by Agent or Seller as any inducement to purchase the subject property.

10) **Assignment:** This Contract may be assigned; however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

11) **Default/Litigation:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach. In any litigation brought to enforce any of the terms of this Contract, the successful party shall be entitled to recover, in addition to all other damages, his attorney's fees and court costs incurred in said litigation.

12) **Commission:** The Seller agrees to pay said Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If Buyer fails to perform this Contract within the time herein specified, time being of the essence of this agreement, the deposit made by Buyer shall be forfeited, and the amount of such deposit shall be divided equally between Agent and Seller provided, however, that the amount received or retained by Agent shall not exceed the full amount of said commission, any excess to be paid Seller. If the transaction shall not be closed because of refusal of Seller to perform, then Seller shall pay the commission to the Agent on demand. Failure or refusal of wife or husband of Seller or Buyer to execute a deed or mortgage required hereunder shall be deemed default on the part of such Seller or Buyer.

13) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors, and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

14) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Contract shall be declared canceled.

15) **Auctioneer Remarks:** The parties hereto acknowledge that this purchase is being made at public auction and the parties are thereby bound by all terms and conditions stated in the auctioneer's opening remarks.

16) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

18) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

19) **No Financing Contingency:** The Buyer understands and acknowledges that this Contract IS NOT contingent upon Buyer obtaining financing or the ability of Buyer to obtain hazard insurance coverage for the property.

20) **Special Agreement(s):** The City of Truth or Consequences has informed Higgenbotham Auctioneers that the breaking up of multiple parcels will require a summary plat amendment which is estimated by the City to be a 60–90-day process for approval, which will allow the seller the necessary time to complete the sellers survey and title policy obligations. Therefore, the seller will either accept or reject any or all received bids on each separate parcel and upon certain parcel acceptance, the seller will make a timely application to the City for a summary plat amendment. This plat amendment approval is solely in the control of the City of Truth or Consequences, and any or all of the parcels are not approved for property division, the seller will immediately refund every applicable deposit to all prospective buyers on any parcels which are not approved by the City for division, as well as any parcels which are not accepted by the seller within 160 days of the auction unless mutually extended by the seller and buyer.

By affixing your signatures below, the parties agree to each of the forgoing provisions and that Higgenbotham Auctioneers International, Ltd., ("Agent") is acting as agent for the Seller.

Accepted this _____ day of _____, 20 23.

Buyer(s)

Seller(s)

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Higgenbotham Auctioneers International, Ltd., Inc., (Referring Agent)
Homesteaders Realty, Licensed Real Estate Broker

BY: _____