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**I. Junkyards, Auto Repair, Second-Hand Business, And Material Storage:** No junkyards, auto repair, second-hand businesses or other commercial uses shall be conducted on any Parcel. No storage of trucks, cars, buses, machinery, equipment or building materials shall be stored on any Parcel unless enclosed in a proper structure (which consists of a roof and enclosed walls) to not be visible from an adjoining Parcel or passing on the roadway.

**J. Livestock:** No swine shall be raised, bred, or kept on any Parcel. A Parcel may be used for ranching, including the use of keeping a reasonable number of horses and cattle thereon, provided the Parcel has been fenced in accordance with the fencing guidelines and setbacks set forth in this Article under S. "Fencing Requirements." Under no circumstances shall a stockyard or any other commercial activity (other than ranching) involving animals be permitted.

**K. Nuisance Activities:** The unusual, unnecessary, prolonged, or indiscriminate creation of noise, dust, fumes, odors or any other offensive activity is prohibited, including but not limited to excessive gunfire, road racing and loud music.

**L. Signs:** No signs will be permitted (including but not limited to For Sale or For Rent signs) on Parcels until after December 31, 2006: EXCEPT for address signs that identify the address and/or the Owner of the Parcel, which signs will not exceed four (4) square feet. All signs are to be in strict conformance with the laws and ordinances set forth by Socorro County. Permits may be required. Declarant reserves the right to remove any and all signs that are in violation of the provisions in this Declaration. None of the sign restrictions in this Declaration apply to the Declarant or its' assigns or successors, for the purpose of selling Parcels, locational, directional or street signs. Nothing in this provision shall prohibit an Owner from attempting to sell their Parcel in accordance with the provisions stated herein.

**M. Structure Setbacks:** All structures shall be built at least hundred (100') feet from the front, and hundred (100') feet from the sides and rear, of any Parcel boundary. If local governmental regulations provide for more restrictive setbacks, those regulations shall govern. In any event, any construction on a Parcel shall comply with the State of New Mexico building codes and regulations.

**N. Easements:** a) Declarant hereby grants and dedicates an easement along and immediately adjacent to all Parcel lines shown on the Recorded Survey Plat(s) to the Pinon Springs Ranches Homeowner's Association Inc. for purposes of ingress/egress, utility line construction, repairs and maintenance. b) All roadways shown on the Recorded Survey Plat(s) shall be sixty-feet (60') in width and are granted and dedicated to the Pinon Springs Ranches Homeowner's Association Inc. for purposes of ingress/egress, installation, maintenance and repair of utility lines, maintenance and repair of said roadways the benefit of its members. c) Declarant hereby grants a "blanket easement" over the Property for the sole purpose of maintenance and repair of any pre-existing or newly installed utilities, to the Pinon Springs Ranches Homeowner's Association Inc. as an easement in gross. d) Declarant hereby reserves the right to use all roadways and easements for purposes of ingress/egress, marketing, maintenance, utility line construction and further expansion for their use as such. e) Declarant also reserves the right to grant use of said easements and roadways to additional persons or entities in the future, at its sole discretion.

Owners will provide access to subject easements whenever requested by utility companies. There shall be no further granting of easements by Owners without the express written approval of the Association.

**O. Easement Revocation:** If an Owner purchases two or more contiguous Parcels, Owner may request that Declarant revoke those easements granted along the boundary lines of the contiguous Parcels, PROVIDED said easements do not prohibit physical or necessary utility access to other Owners. Upon review and approval, Declarant shall revoke any said easements by executing and recording a unilateral "Declaration of Easement Revocation" which shall be effective only so long as one Owner owns all of the affected Parcels, HOWEVER if one or more of the subject Parcels are subsequently conveyed to separate, individual Owners, the "Revocation" shall terminate with regard to the affected Parcels(s) and the thirty foot (30') easement originally created along each side of the common boundary lines, shall be reinstated and thereafter run with the land.

**P. Declarant's Exemption:** Nothing herein shall be construed as prohibiting Declarant from maintaining a sales or development office on any Parcel or engaging in activities which Declarant deems appropriate to its development or sales program.

**Q. Mineral Rights:** In no event shall any Owner or lessee use or cause to be used any portion of the Property, including his or her own Parcel, for the purposes of drilling, exploring, mining, or otherwise developing any deposits of oil, minerals, or other natural resources lying above, on, or under said Property, with the exception of such drilling and exploration by the Declarant or the Owner as may be necessary to produce an adequate water supply for the development of the Parcel involved.

**R. Grazing Rights:** No grazing rights exist within the Pinon Springs Ranches development. New Mexico is a "fence-out" state and if Owner does not want any stray livestock to enter upon his/her property, Owner must fence out and exclude all livestock from grazing on Owner's Parcel in accordance with the fencing guidelines set forth in paragraph S. below.

**S. Fencing Requirements:** Subject to the blanket to easements defined on the Recorded Survey Plat or described in this Declaration, Owner may fence off all or any part of Owner's Parcel in order to restrict horses and other livestock from crossing or grazing on Owner's Parcel. All fences shall be constructed using "wildlife friendly" techniques as follows: Whenever barbed wire fencing is constructed, it shall have smooth wire on the bottom strand, which shall be twelve (12") inches above the ground and fence height shall not

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exceed sixty (60") inches. Additionally, all fencing shall be constructed with the following minimal requirements: **a)** with posts not more than fifteen (15') feet apart; **b)** not less than three (3) stays between posts; **c)** with five (5) continuous strands of wire and; **d)** such fence is adequate, in accordance with normal ranch standards to contain horses and other livestock.

**T. Environmental Protection:** The beauty of the Property is in the mixture of trees and open space. Trees having a minimum trunk diameter of six inches and measuring two feet above ground level and may only be cut if the following conditions are met: **a)** are dead or dying and; **b)** removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. In any event not more than twenty percent (20%) of any one Parcel may be cut or cleared. Commercial wood harvesting is prohibited.

**U. Utility Installation:** Any utility construction on a Parcel shall be the Owner's responsibility at Owner's sole expense. Seller/Developer is providing electrical service only along some boundary lines to some parcel via overhead (above ground) lines. Any utilities, including electricity, must be installed via underground service from the parcel boundary line or from where the electrical service is installed along the parcel boundary lines to Buyer's building site at the Buyer's expense. The Seller/Developer and or its' successor or the Pinon Springs Ranches Homeowner's Association shall have the right to allow variances where strict enforcement of these restrictions would cause undue hardship, in accordance with a procedure to be adopted by the Association.

**V. Historical Preservation:** In the event an item of potential archaeological and/or native American historical significance such as native American artifacts is found on a Parcel within the Property the find should be reported to a non-profit organization that is dedicated to archeological preservation, research and education. Items of significance should not be disturbed or removed from the site except by a qualified archeologist and only for necessary historical preservation and educational purposes.

**W. Water Well Requirements and Water Restrictions:** Any well drilled on a Parcel shall be the Owner's responsibility and at the Owner's sole expense. Well permits must be obtained from the New Mexico State Engineer Office. Wells must be a safe distance from any contaminant source; at least hundred feet (100') from a liquid waste disposal system of less than one thousand (1,000) gallons per day; at least two hundred (200') from a liquid waste disposal system of more than one thousand (1,000) gallons per day; at least seventy-five (75') from leak proof wastewater lines carrying less than one thousand (1,000) gallons per day; at least one hundred feet (100') from leak proof wastewater lines carrying more than one thousand (1,000) gallons per day; and at least twenty-five feet (25') from leak proof wastewater lines. Water conservation within the Property boundaries shall be encouraged. Water-saving fixtures shall be installed in all new residential structures. Water-saving fixtures shall include but not be limited to, low flush toilets, low flow shower heads, low flow faucets, any appliances that have water saving features such as washing machines and dish-washers and insulation of hot water pipes. For outdoor use, low water use landscaping techniques (xeriscaping) shall be promoted, using the techniques outlined in New Mexico State Engineer Office Technical Report no. 48. The maximum annual water requirement of the subdivision, including indoor and outdoor domestic uses, is 0.30 acre-feet per year (ac-ft/yr) per lot, and a total of 56.4 ac-ft/yr for all 187 lots. Estimated indoor water use is 0.21 ac-ft/yr per lot and estimated outdoor water use is 0.09 ac-ft/yr per lot. Water will be provided to the subdivision by individual domestic water-supply wells drilled under New Mexico Office of the State Engineer 72-12-1 permits for each lot in the subdivision. Residences should have water-conserving plumbing fixtures and appliances. For each lot, a sprinkler-irrigated turf grass area of 700 square feet (ft²) is allowed, a drip-irrigated tree and shrub area of 100 ft² is allowed, and a drip-irrigated vegetable garden area of 150 ft² is allowed. The following are prohibited swimming pools and decorative ponds. The following are restricted and if installed must be included in the maximum annual water requirement of the subdivision as set forth above hot tubs and water fountains.

**X. Waiver:** The Declarant and its' successor or the Association shall have the right to allow variances where strict enforcement of these restrictions would cause undue hardship, in accordance with a procedure to be adopted by the Association.

**ARTICLE 4  
GENERAL PROVISIONS**

**A. Enforcement:** The covenants, conditions, and restrictions contained in this Declaration shall run with the land and shall be binding upon all persons owning, leasing, subleasing or occupying any Parcel after the date on which this instrument shall have been recorded in the Office of the Clerk and Recorder of Socorro County, New Mexico. This Declaration may be enforced by the Declarant, by any Owner, the Lessee or a lessee of any Parcel, by the holder of a Mortgage on any Parcel, by the Association, or by any one or more of said persons acting jointly; PROVIDED, HOWEVER, that any breach by reason thereof shall not defeat or adversely affect the lien of a Mortgage upon any Parcel, but each and all said covenants, conditions, and restrictions shall be binding upon and effective against any Owner, lessee or occupant of said Parcel whose title thereto is acquired by foreclosure, or otherwise, and FURTHER PROVIDED that the breach of any said covenants, conditions, and restrictions may be enjoined, abated or remedied by appropriate proceedings, notwithstanding the lien or existence of any such Mortgage. All instruments of conveyance or assignment of any interest in all or any party of the Property may refer to this Declaration and shall be subject thereto as

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fully as though this Declaration were therein set forth in full. These covenants, restrictions and easements shall inure to the benefit of the Owners herein, their heirs, legal representatives, successors and assignees.

**B. Invalidity:** These covenants, restrictions and easements may be enforced by the Owners of any Parcel in said Property including Declarant against any person or persons violating or attempting to violate any provision hereof, either to restrain or to recover damages caused thereby. The failure to enforce any of these covenants, restrictions or easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any of the covenants, conditions, and restrictions, contained herein by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Declaration, all of which shall remain in full force and effect.

**C. Legal Fees and Costs:** The Declarant or the board of directors of the Association may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment or to enforce any other pertinent provision of this Declaration. Any judgment rendered in any such action shall include the amount of the delinquency, interest at the rate of twelve percent (12%) per annum from the date of delinquency, the amount of damages proven, court fees, and reasonable attorney's fees which are incurred by the Association as fixed by the court. Any Owner who violates these covenants, restrictions and easements shall be liable for the reasonable attorneys' fees and legal expenses of any other Owner who is successful in a legal action to enforce such covenant, restriction or easement.

**D. Amendments:** After the Transition Date this Declaration may be amended from time to time in writing by sixty-six percent (66%) of the number of votes cast by Members at a meeting held for such purpose (so long as the fifty-one percent (51%) quorum requirement is met). A Certificate of Amendment, setting forth the amendments to this Declaration and a record of roll call of votes of all Members voting upon the issue of amendment, identifying the name of the Members voting, the Parcels owned by each Member and the vote cast shall be prepared by the Association. Such amendment shall be recorded in the Office of the Socorro County Clerk and become effective immediately thereafter. So long as it owns any Parcel, Declarant may amend this Declaration without approval of the Owners, to correct any inconsistencies or to make revisions or to comply with any law or regulation. Article 3, paragraphs R. and S. may not be amended by the Association after the Transition Date in such a way as to change or negate the rights provided to the Lessee in this Declaration.

**E. Term:** This Declaration shall be effective upon its recordation in the office of the County Clerk of Socorro County, New Mexico and as amended from time to time, shall continue in full force for thirty (30) years and effect until the commencement of the calendar year 2032. Upon commencement of the calendar year 2032, this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless terminated by not less than sixty-six percent (66%) of the votes cast by the members entitled to vote or amended pursuant to Paragraph D above. Such termination or amendment shall be recorded in the Office of the Socorro County Clerk and Recorder.

**F. Liabilities:** Notwithstanding anything to the contrary herein, it is expressly agreed that neither the Declarant (including without limitation any successor or assign of the interest of the Declarant hereunder) nor any manager, member, employee, agent or affiliate of the Declarant shall have any personal liability to the Association, or to any Owner or other Person arising under in connection with or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration and in the event of a judgment against the Declarant or any of such other Persons just specified, no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor. Each of the provisions of this section shall apply to the performance of the Declarant in its responsibility to maintain the roads within the Property.

**ARTICLE 5  
ANNEXATION OF ADDITIONAL PROPERTY.**

**A.** Declarant, its successors and designees reserve all present and future rights to utilize all private roads and easements within the Project to comparably develop lands within or adjacent to the Project. Any such expansion to be included within this Declaration shall be subject to the terms and conditions of this Declaration, but may include reasonable variances.

**B.** At any time the Declarant shall have the right to annex and subject to this Declaration all or any portion of the additional property without the consent of any other Owner or person. An Owner's obligation to pay assessments shall commence as provided in this Declaration. If Declaration of Annexation annexing a portion of additional property divides the annexed portion into phases, the Declarant shall have the right to amend any such Declaration of Annexation to change the description of the phases within the annexed Project, except that the Declarant may not change any phase in which a Parcel has been conveyed to an Owner.

**ARTICLE 6  
DE-ANNEXATION**

Notwithstanding any other provision of this Declaration, Declarant shall have the right from time to time, at its sole option and without the consent of any Owner or any other person, to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, so long as (a) the portion of the Property to be removed and deleted is owned by Declarant, or the Owner of such portion of the Property executes and records an instrument approving such deletion and removal; and (b) such deletion and removal

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would not deprive Owners of other parts of the Property of easements or rights-of way necessary to the continued use of their respective parts of the Property (unless Declarant at the same time provides for reasonably adequate replacement easements or rights-of way). Declarant may exercise its rights of de-annexation in each case by executing and causing to be recorded an instrument which identifies the portion of the Property to be so deleted and removed and which is executed by each Owner of such portion of the Property to be so deleted and removed (if other than Declarant), and the deletion and removal of such portion of the Property shall be effective upon the date such instrument is recorded; whereupon, the portion of the Property so deleted and removed shall thereafter for all purposes be deemed not a part of the Property. No such deletion and removal of a portion of the Property shall act to release such portion from the lien for assessments or other charges hereunder which have accrued prior to the effective date of such deletion and removal, but all such assessments or other charges shall be appropriately prorated to the effective date of such deletion and removal. Each portion of the Property deleted and removed pursuant hereto shall thereafter be deemed to be Property that may be annexed back into the Project at a later date unless otherwise expressly provided to the contrary in the instrument recorded to effect such deletion and removal.

**ARTICLE 7  
REPRESENTATIONS AND WARRANTIES**

**DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER THAT: (1)** The Project will be completed in accordance with the plans for the Project as they exist on the date this Declaration is recorded; **(2)** Any Property subject to this Declaration will be committed to or developed for a particular use or for any use; or **(3)** The use of any Property subject to this Declaration will not be changed in the future.

EXECUTED this 7th day of June, 2004

DECLARANT: New Mexico Land & Ranches, Inc.  
a New Mexico Corporation

By: [Signature]  
Daniel W. Dattola, President

State of New Mexico )  
  )  
County of Socorro    )

This instrument was acknowledged before me this 7th day of June, 2004 by Daniel W. Dattola, as President of New Mexico Land & Ranches, Inc.



Official Seal  
Toni T. Kirby  
Notary Public  
State of New Mexico Notary of Public

[Signature]

My Commission Expires: 9/30/07

9/30/07

**BY SIGNING THIS RECEIPT YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COPY OF THESE COVENANTS, CONDITIONS AND RESTRICTIONS for PINON SPRINGS RANCHES.**

BUYER:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

BUYER:  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

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**LEGAL DESCRIPTION**  
**Pinon Springs Ranches**

589 4426

TOWNSHIP 1 NORTH, RANGE 5 WEST, NMPM

SECTION 18: LOTS 1,2,3,4, E1/2SW1/4, W1/2SE1/4  
SECTION 19: LOTS 1,2,3,4, E1/2, E1/2W1/2 (ALL)  
SECTION 20: W1/2NW1/4, SW1/4, W1/2SE1/4  
SECTION 28: S1/2  
SECTION 29: ALL  
SECTION 30: ALL  
SECTION 31: LOTS 1,2,3,4, E1/2, E1/2W1/2 (ALL)  
SECTION 32: ALL  
SECTION 33: ALL  
SECTION 34: LOTS 1,2,3,4, W1/2W1/2

FILED FOR RECORD  
COUNTY OF SOCORRO  
STATE OF NEW MEXICO  
AT 1:15 O'CLOCK P.M.

JUN 14 2004

BK 589 PG 4418-4426  
AUDREY JARAMILLO, CLERK  
*Audrey Jaramillo*

TOWNSHIP 1 NORTH, RANGE 6 WEST, NMPM

SECTION 13: ALL  
SECTION 14: E1/2  
SECTION 23: ALL THAT PORTION LYING EAST OF THE EAST RIGHT OF WAY LINE OF #52  
SECTION 24: All  
SECTION 25: ALL  
SECTION 26: ALL THAT PORTION LYING EAST OF THE EAST RIGHT OF WAY LINE OF #52  
SECTION 35: ALL THAT PORTION LYING EAST OF THE EAST RIGHT OF WAY LINE OF #52  
SECTION 36: ALL

**LESS:**

BEGINNING AT A POINT ON THE EASTERLY SIDELINE OF STATE HIGHWAY #169 (FORMERLY KNOWN AS HIGHWAY #52) FROM WHICH THE SOUTH QUARTER CORNER OF THE ABOVE MENTIONED SECTION 14, BEING A FOUND 21/2" ALUMINUM PIPE AND CAP STAMPED BY THE BLM AND DATED 2002, BEARS NORTH 04 DEG. 50'55" WEST A DISTANCE OF 5679.86 FEET AND ALSO FROM WHICH BEARS THE NORTH QUARTER CORNER OF SAID SECTION 14, BEING A FOUND 21/2" ALUMINUM PIPE AND CAP STAMPED BY THE BLM AND DATED 2002, BEARS NORTH 02 DEG. 17'10" WEST A DISTANCE OF 10891.80 FEET:

THENCE FROM SAID POINT OF BEGINNING NORTH 40 DEG. 56'54" EAST A DISTANCE OF 1380.80 FEET;  
THENCE NORTH 72 DEG. 09'21" EAST A DISTANCE OF 876.91 FEET;  
THENCE NORTH 88 DEG. 54'45" EAST A DISTANCE OF 1606.42 FEET;  
THENCE SOUTH 12 DEG. 21'54" WEST A DISTANCE OF 1007.62 FEET;  
THENCE SOUTH 66 DEG. 02'10" WEST A DISTANCE OF 250.44 FEET TO THE BEGINNING OF A 430.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;  
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEG. 27'28" A DISTANCE OF 228.58 FEET;  
THENCE SOUTH 35 DEG. 34'41" WEST A DISTANCE OF 338.89 FEET TO THE BEGINNING OF A 314.80 FOOT RADIUS CURVE CONCAVE EASTERLY;  
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32 DEG. 36'42" A DISTANCE OF 179.18 FEET TO THE BEGINNING OF A 255.00 FOOT RADIUS REVERSE CURVE CONCAVE WESTERLY;  
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEG. 58'42" A DISTANCE OF 137.87 FEET;  
THENCE SOUTH 33 DEG. 56'41" WEST A DISTANCE OF 907.77 FEET TO THE BEGINNING OF A 274.46 FOOT RADIUS CURVE CONCAVE EASTERLY;  
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44 DEG. 56'51" A DISTANCE OF 215.31 TO THE BEGINNING OF 620.00 FOOT RADIUS REVERSE CURVE CONCAVE WESTERLY;  
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10 DEG. 30'06" A DISTANCE OF 113.64 FEET;  
THENCE SOUTH 00 DEG. 30'04" EAST A DISTANCE OF 391.52 FEET;  
THENCE SOUTH 24 DEG. 32'01" WEST A DISTANCE OF 344.16 FEET;  
THENCE SOUTH 59 DEG. 06'46" WEST A DISTANCE OF 633.21 FEET;  
THENCE 58 DEG. 58'30" WEST A DISTANCE OF 267.95 FEET TO THE EASTERLY SIDELINE OF SAID STATE HIGHWAY 169;  
THENCE NORTHERLY ALONG SAID EASTERLY SIDELINE NORTH 00 DEG. 45'39" WEST A DISTANCE OF 68.26 FEET TO THE BEGINNING OF A 1116.57 FOOT RADIUS CURVE CONCAVE WESTERLY;  
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEG. 14'19" A DISTANCE OF 452.87 FEET;  
THENCE NORTH 24 DEG. 00'08" WEST A DISTANCE OF 1533.38 FEET TO THE BEGINNING OF A 3556.04 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY;  
THENCE NORTHWESTERLY ALON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04 DEG. 20'07" A DISTANCE OF 269.07 FEET;  
THENCE NORTH 28 DEG. 20'15" WEST A DISTANCE OF 193.56 FEET TO THE BEGINNING OF A 826.01 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;  
THENCE NORTHWESTERLY ALON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEG. 43'33" A DISTANCE OF 111.38 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

BEING THE SAME LAND DESCRIBED AND ATTACHED AS EXHIBIT A-1 TO THAT SPECIAL WARRANTY DEED RECORDED WITH THE RECORDS OF THE CLERK OF SOCORRO COUNTY AT BOOK 506, PAGES 2651-2653.