

**LEASE AGREEMENT BETWEEN THE PUEBLO OF POJOAQUE
AND THE COUNTY OF SANTA FE FOR A FIRE STATION**

This Lease is made and executed on this 22 day of Dec., 1999, by and between the Pueblo of Pojoaque, a federally recognized Indian tribe, located at Route 11, Box 21, Santa Fe, New Mexico, 87501, the Bureau of Indian Affairs, and the County of Santa Fe, located at 102 Grant, Santa Fe, New Mexico 87501. The Pueblo is referred to as the Lessor and the County is referred to as the Lessee.

The parties agree as follows:

SECTION ONE

DEMISE, DESCRIPTION, AND USE OF PREMISES

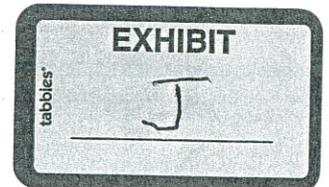
A. Lessor leases to Lessee and Lessee hires from Lessor, for the purpose of setting up a fire station to protect the health, safety and welfare of Santa Fe County residents, including residents of the Pueblo of Pojoaque, the premises described in Exhibit A, attached hereto and made a part hereof.

B. As used in this Lease Agreement, the term "premises" refers to the real property above described and to any improvements located on the property from time to time during the term of this Lease Agreement.

SECTION TWO

TERM

The effective date of this Lease shall be the last date upon which this Lease is fully executed. This Lease shall be for an initial term not to exceed forty (40) years, so long as an operating fire station is located on the premises. This Lease may be renewed by mutual consent of Lessor and Lessee for one additional period of twenty (20) years, upon mutually acceptable terms, negotiated before the expiration of the initial term. If Lessee wishes to exercise the option to renew, Lessee must notify Lessor in writing at least twelve (12) months prior to the expiration of the initial term. If Lessor and Lessee cannot mutually agree upon the terms and conditions for renewal of this Lease at least ninety (90) days prior to the expiration of the initial term, Lessor will have the sole option not to renew this Lease upon the expiration of the initial term, and shall notify Lessee in writing of its decision no less than thirty (30) days prior to the expiration of the initial term. If Lessor fails to exercise its option to terminate this Lease at least thirty (30) days prior to the expiration of the initial term and the initial term expires, this Lease will automatically convert to a month-to-month Lease. Upon expiration of the initial term, or renewal term if exercised, all improvements thereon shall become the property of the Lessor.



SECTION THREE

RENT

The full rent due and payable for the initial term of this Lease Agreement shall be one dollar (\$1.00) per year, due and payable upon the execution date of this Lease, and on the same date annually thereafter for the initial term of this Lease. The rent for any renewal term after the expiration of the initial lease term shall be negotiated and mutually agreed upon in writing between Lessor and Lessee no later than ninety (90) days prior to the expiration of the initial term.

SECTION FOUR

WARRANTIES OF TITLE AND QUIET POSSESSION

A. Lessor covenants that Lessor is seized of the demised premises in fee simple and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term of this Lease Agreement.

B. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of his sureties, are to the United States as well as to the Lessor/owner of the land. Nothing contained in this Lease shall operate to delay or prevent a termination of Federal trust responsibility with respect to the land by the issuance of a fee patent or otherwise during the term of the Lease; however such termination shall not serve to abrogate the Lease. The owners of the land and the Lessee and his surety or sureties shall be notified of any such change in the status of the land.

SECTION FIVE

USES PROHIBITED

A. Lessee shall not use, or permit the demised premises, or any part of the demised premises, to be used, for any unlawful conduct or purpose or for any purpose or purposes other than an operating fire station. The fire station may not be used, in the future, as either a burn building, an "Eiffel Tower" or for any other training purpose that would substantially alter the structure of the building. Also, no use shall be made or permitted to be made of the demised premises, or acts done, which will cause a cancellation of any insurance policy covering the building located on the premises, or any part of such building, nor shall Lessee sell, or permit to be kept, used, or sold, in or about the demised premises, any article that may be prohibited by the standard form of fire insurance policies.

B. Lessee shall, at its sole cost, comply with all requirements, pertaining to the demised premises, of its insurance organization or company necessary for the maintenance of insurance, as provided in this Lease Agreement, covering any building and appurtenances at any time located on the demised premises.

SECTION SIX

WASTE AND NUISANCE PROHIBITED

A. During the term of this Lease, Lessee shall comply with all applicable laws affecting the demised premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the demised premises.

B. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

SECTION SEVEN

ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this Lease Agreement. If Lessee abandons, vacates, or surrenders the demised premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be stored by the Lessor and Lessee will be liable for reasonable storage costs of such personal property, except such property as may be encumbered to Lessor.

SECTION EIGHT

LESSOR'S RIGHT OF ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the demised premises after giving Lessee at least twenty-four (24) hours notice for the purpose of inspecting the premises.

SECTION NINE

NO ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

A. Lessee may not encumber by mortgage or deed of trust, or other instrument, its leasehold interest and estate in the demised premises, together with all buildings and improvements placed by Lessee on the premises, as security for any indebtedness of Lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of any mortgage, or deed of trust, or other instrument, or any sale, either by judicial proceedings or by virtue of any power reserved in a mortgage or deed of trust, or conveyance by Lessee to the holder of the indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease Agreement, shall be held as a violation of the terms or conditions of this Lease Agreement. No encumbrance, foreclosure, conveyance, or exercise of right shall relieve

Lessee from its liability under this Lease Agreement.

B. If Lessee attempts to encumber its leasehold interest and estate in the demised premises or if Lessee or the holder of the indebtedness secured by the encumbrance gives notice to Lessor of the existence of the encumbrance and the address of the holder, then this Lease shall be null and void immediately.

SECTION TEN

NO SUBLETTING OR ASSIGNMENT

A. Lessee may not sublet the premises in whole or in part, without Lessor's written consent, which shall not be unreasonably withheld, and the making of any sublease without Lessor's written consent, shall make this Lease null and void.

B. Lessee shall not assign or transfer this Lease Agreement, or any interest in this Lease Agreement, without the prior, express, and written consent of Lessor, and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Lessor, terminate this Lease Agreement.

C. Neither this Lease Agreement nor the leasehold estate of Lessee nor any interest of Lessee under this Lease Agreement in the demised premises or any buildings or improvements on the demised premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever. Any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessor, terminate this Lease Agreement.

SECTION ELEVEN

CONSTRUCTION OF NEW BUILDING

A. Plans and specifications. On or before one hundred and eighty days from execution of this Agreement, Lessee shall, at Lessee's sole expense, prepare plans and specifications for a new building to be erected on the premises which shall provide for a steel fabricated building with a stucco facade. Such plans and specifications shall be submitted to Lessor for Lessor's written approval or any revisions required by Lessor. Lessor shall not unreasonably withhold such approval, and in the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons for disapproval within twenty (20) days after the plans and specifications are submitted to Lessor. If Lessor does not disapprove the plans and specifications provided for in this Section within twenty (20) days after they have been submitted to Lessor, the plans and specifications shall be deemed approved. Upon approval of the plans and specifications, Lessee shall diligently prosecute to completion the construction of the fire station in accordance with such plans and

specifications. Under no circumstances shall the Lessee be required to expend more than \$300,000 in costs for the design and construction of the building. The completed, approved plans and specifications shall be incorporated into this Agreement and made a part hereof by reference.

B. Arbitration. Contrary to any provisions elsewhere in this Agreement for conflict resolution, if Lessee's plans and specifications are not approved by Lessor in writing within twenty (20) days after they are first submitted to Lessor, then Lessor and Lessee shall each select an arbitrator, and the two arbitrators so selected shall select a third arbitrator. All selected arbitrators shall be members of the American Arbitration Association. The three arbitrators so selected shall hear and determine the controversy and their decision as to the final plans and specifications shall be final and binding on both Lessor and Lessee, who shall bear the cost of the arbitration equally between them. The arbitrators shall determine the controversy and notify Lessor and Lessee in writing of their determination within thirty (30) days after the controversy has first been submitted to the arbitrators.

C. Permitted alterations, improvements, and changes. Lessee shall have the right to make such alterations, improvements, and changes to any building that may from time to time be on the premises as Lessee may deem necessary, or to replace any building with a new one of at least equal value, provided that prior to making any structural alterations, improvements, or changes, or to replacing any building, Lessee shall obtain Lessor's written approval of plans and specifications therefor, which approval Lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes, or that any proposed new building is at least equal in value to the one that it is to replace, as the case may be. In the event of disapproval, Lessor shall give to Lessee an itemized statement of reasons for the disapproval. If Lessor does not disapprove the plans and specifications provided for in this section within fifteen (15) days after they have been submitted to Lessor, the plans and specifications shall be deemed to have been approved by Lessor. Lessee will in no event make any alterations, improvements, or other changes of any kind to any building on the premises that will decrease the value of the building, or that will adversely affect the structural integrity of the building.

D. Disposition of new improvements. Any new building constructed by Lessee on the premises, and all alterations, improvements, changes, or additions made in or to the premises shall be the property of Lessee. If the Lessor initiates early termination of this Lease Agreement, Lessor shall pay to the Lessee the replacement value of the improvements paid for by Lessee; if the Lessee initiates early termination of this Lease Agreement, provided there has been no duress applied by the Lessor to terminate this Lease Agreement, then the improvements shall become the property of the Lessor upon termination of this Lease Agreement. Replacement value of the improvements shall be determined as set out in Section Twenty-one, below.

SECTION TWELVE

REPAIRS AND DESTRUCTION OF IMPROVEMENTS

A. Maintenance of improvements. Lessee will, throughout the term of this Lease Agreement, at its own cost and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair.

B. No obligation by Lessor to make improvements. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the demised premises or any buildings or improvements on the demised premises during the term of this Lease Agreement.

C. Lessee's compliance with laws. Lessee shall also comply with and abide by all federal, state, county, Pueblo of Pojoaque, municipal ordinances, laws and regulations affecting the demised premises, the improvements on or any activity or condition on or in the premises.

D. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is a part of the demised premises shall not release Lessee from any obligation under this Lease Agreement, except as expressly provided below. In case of damage to or destruction of any such building or improvement, Lessee will at its own expense promptly repair and restore it to a condition as good or better than that which existed prior to the damage or destruction. It is agreed that the proceeds of any insurance covering damage or destruction shall be first applied by Lessee for the repair or replacement of the damaged or destroyed building(s). However, it is expressly understood that the County is Not committed to expenditure of any funds for the repair, restoration, rehabilitation or replacement of any building destroyed or made uninhabitable by fire or other cause until such time as funds are budgeted and approved by the Board of County Commissioners for the expenditure. The County's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

E. Damage or destruction occurring toward end of term. In case of destruction or damage occurring to the proposed Building(s) on the premises from fire or any other cause so as to make the building(s) untenable after the first twenty-five (25) years of the term of this Lease Agreement, Lessee may elect to terminate this Lease Agreement by written notice served on Lessor. If the Lessee elects to terminate this Agreement, there shall be no obligation on the part of Lessee to repair or restore the building or improvements, although, at the option of the Lessor, the buildings or improvements constructed by Lessee shall be left in place for the use of the Lessor or removed by Lessee, leaving the premises in a clean and workmanlike condition. On such termination, any sums payable by Lessee to Lessor under this Lease Agreement shall be prorated as of the termination date. In the event these sums shall have been paid in advance, Lessor shall rebate any such payment for the unexpired period for which payment shall have been made.

F. Election not to terminate. If, in the event of destruction or damage after the first twenty-five (25) years of the term of this Lease Agreement, Lessee does not elect to terminate this Lease, Lessee shall proceed as provided in subparagraph D, *supra*.

SECTION THIRTEEN

UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind requested by the Lessee and furnished to the premises throughout the term of this Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises, and Lessor shall have no responsibility of any kind for any such utilities.

SECTION FOURTEEN

LIENS

A. Lessee's duty to keep premises free of liens. Lessee shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions that Lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Lessee on or about the premises, or any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based.

B. Contesting liens. If Lessee desires to contest any lien, it shall notify Lessor of its intention to do so within thirty (30) days after the filing of the lien. In that case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond against any lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default under this Lease Agreement until sixty (60) days after the final determination of the validity of the lien, within which time Lessee shall satisfy and discharge the lien to the extent held valid.

SECTION FIFTEEN

LIABILITY

Lessee will be liable for its own negligent acts, subject in all cases to the defenses and limitations of the New Mexico Tort Claims Act, NMSA 19878, Sections 41-4-1, et seq., as

amended. However, by entering into this Lease Agreement, Lessee and its public employees as defined by the New Mexico Tort Claims Act do not waive sovereign immunity, do not waive any defense(s) and/or any limitations of liability pursuant to law. This paragraph is intended only to define the liabilities between Lessee and Lessor and is not intended to modify in any way the parties' liabilities as governed by the common law or the New Mexico Tort Claims Act.

SECTION SIXTEEN

REMEDIES CUMULATIVE

All remedies conferred on Lessor in this Lease Agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

SECTION SEVENTEEN

INSURANCE

A. Insurance coverage of premises. Lessee shall, at all times during the term of this Lease Agreement and at Lessee's sole expense, keep all improvements that are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of the improvements, with loss payable to Lessor and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee.

B. Personal injury liability insurance. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its appurtenances and the sidewalks fronting on them in an amount to cover its liability pursuant to the Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended. Lessee will have Lessor added to its liability insurance as an additional named insured.

C. Lessor's right to pay premiums on behalf of Lessee. Lessee shall pay all of the premiums for insurance and deliver policies, or certificates of policies, to Lessor upon request. In the event of the failure of Lessee, either to effect insurance in the names called for in this Lease Agreement or to pay the premiums for the insurance or to deliver the policies, or certificates of the policies, to Lessor, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums for the insurance, which premiums shall be repayable to Lessor within thirty (30) days of invoice. Failure to repay the same shall carry with it the same consequence as failure to pay any installment of rental. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give to Lessor Thirty (30) days' written notice before the policy or policies in question shall be altered or cancelled.

D. Blanket insurance policies. In spite of anything to the contrary contained in this section, Lessee's obligations to carry the insurance provided for in this section may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee. However, the coverage afforded Lessor shall not be reduced or diminished or otherwise be different from that which would have existed under a separate policy meeting all other requirements of this Lease by reason of the use of the blanket policy of insurance.

E. Cost of insurance deemed additional rental. The cost of insurance required to be carried by Lessee in this section shall be deemed to be additional rental under this Lease Agreement.

SECTION EIGHTEEN

DEFAULT

In the event of any breach of this Lease Agreement, the non-breaching party shall provide written notice by certified mail, of the breach to the breaching party. The party in breach shall have thirty (30) days in which to cure any breach of this Agreement. In the event of a breach which cannot be cured within thirty (30) days, if the breaching party has not begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately, and in addition to the other rights or remedies the non-breaching party may have, proceed as provided in Section Twenty-six, herein. Should either party at any time terminate this Lease Agreement for any breach, in addition to any other remedy it may have, the non-breaching party may recover from the breaching party all damages incurred by reason of the breach, including costs and attorney's fees.

SECTION NINETEEN

LESSOR'S RIGHT TO PERFORM

In the event Lessee fails or neglects to do or perform any act or thing provided for it to do or perform in this Lease Agreement then Lessor may, but shall not be required, to seek resolution of the dispute pursuant to Section Twenty-six, Dispute Resolution, herein.

SECTION TWENTY

LESSEE'S OPTION TO TERMINATE AND LESSOR'S RIGHT TO RELOCATE

A. Lessee shall have the right, upon twelve (12) month's prior written notice to Lessor to terminate this Lease. On such effective date Lessee shall be relieved from all further liability under this Lease Agreement, and shall deliver possession of the demised premises to Lessor.

B. Lessor shall have the right to relocate the fire station to a mutually agreeable, similarly situated parcel of land, of the same or similar size at the option of the Lessor. If the Lessor desires to relocate the improvements, the Lessor shall, at Lessor's option, pay the cost of relocation or pay to the Lessee the replacement value of all improvements paid for by Lessee, and any and all other costs associated with the relocation of the fire station.

SECTION TWENTY-ONE

DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

A. If the Lessor initiates early termination of this Lease Agreement, Lessor shall pay to the Lessee the replacement value of all improvements paid for by Lessee. If the Lessee initiates early termination of this Lease Agreement, and provided there has been no duress to terminate this Lease by the Lessor, then the improvements shall become the property of the Lessor upon termination of this Lease.

B. To determine the replacement value of the improvements to be paid by Lessor to Lessee, each party to this Lease Agreement shall select a licensed appraiser and complete an appraisal for the replacement value within sixty (60) days of notice of termination by Lessor. The appraisals shall be in writing and signed by the appraisers. The appraisers shall deliver copies to each party personally or by registered mail or certified mail, return receipt requested. The fees and expenses of each appraiser shall be paid by the party appointing the appraiser. Once the Lessor has received a copy of both appraisals, Lessor shall submit an offer to Lessee for the replacement value of the improvements. The amount offered shall not be less than the value calculated by the Lessor's appraiser. If the parties cannot agree upon the value to be paid, the parties shall follow the procedures for resolution of the dispute as set out in Section Twenty-six, Dispute Resolution, herein.

SECTION TWENTY-TWO

TRANSFER OF SECURITY

If any security is given by Lessee to secure the faithful performance of all or any of the covenants of this Lease Agreement on the part of Lessee, Lessor may transfer or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and thereupon Lessor shall be discharged from any further liability in reference to the security.

SECTION TWENTY-THREE

PARTIES BOUND

The covenants and conditions contained in this Lease Agreement shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to the Lease Agreement. All of the parties shall be jointly and severally liable under this Lease Agreement.

SECTION TWENTY-FOUR

TIME OF THE ESSENCE

Time is of the essence of this Lease Agreement, and of each and every covenant, term, condition, and provision of this Lease Agreement.

SECTION TWENTY-FIVE

SECTION CAPTIONS

The captions appearing under the section number designations of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

SECTION TWENTY-SIX

DISPUTE RESOLUTION

Except as provided in Section 11.B, *supra*, any disputes involving this Agreement shall be resolved as follows:

A. A written notice of dispute shall be mailed by the other party by certified, first-class mail. If the dispute is not resolved between the parties within 30 days after the written notice is received, mediation shall commence. A mediation team composed of one representative from each party shall attempt to reach consensus on resolution of the dispute. Such consensus resolution shall be binding on the parties.

B. If the mediation team cannot reach consensus, the dispute shall be resolved by fast-track, binding arbitration using an arbitrator from the American Arbitration Association. An arbitrator shall be selected by the mediation team within 30 days after the date that the mediation team decides that mediation is unsuccessful. Any costs associated with the arbitration process shall be split equally between the parties.

C. The arbitrator's decision shall be final, binding upon both parties and shall be enforceable in its entirety in any forum.

enforceable in its entirety in any forum.

D. For the purposes of any dispute resolution, the Lessor grants an explicit limited waiver of sovereign immunity only to the extent necessary for the Lessee to recover up to the full replacement value of design and construction costs of the building as determined by an impartial appraiser. This waiver is made for the express purpose of allowing the Lessee to enforce its rights and remedies under this Lease Agreement. Lessor otherwise retains and does not waive its sovereign immunity.

E. The Lessor retains sole and exclusive civil, legislative, regulatory and adjudicatory jurisdiction over the premises for the purposes of deciding disputes that may arise outside the terms of this Agreement.

SECTION TWENTY-SEVEN

ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION TWENTY-EIGHT

MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

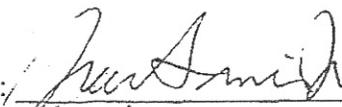
SECTION TWENTY-NINE

ADDITIONAL DOCUMENTS

The parties agree to execute whatever papers and documents may be necessary to effectuate the terms of this Lease Agreement.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

BOARD OF COUNTY COMMISSIONERS

By: 
Joe Grinë, Chairperson

Approved as to legal form:

[Signature]
County Attorney

Date: 11/24/99

PUEBLO OF POJOAQUE

By: [Signature]
Governor of Pojoaque Pueblo

Date: 11-19-99

BUREAU OF INDIAN AFFAIRS

By: [Signature]
Title:

Date: 12/22/99

Attest:

[Signature]
County Clerk

Date: 12/31/99

"209 DM 8, 230 DM 1 and 3 IAM 4, and Albuquerque Area Addendum Release No. 9401."



EXHIBIT A

Legal Description:

A tract of land lying and being situate within Section 17, T19N, R9E, N.M.P.M. within the Pueblo of Pojoaque Grant, County of Santa Fe, State of New Mexico and being more particularly described as follows:

Beginning at the southwest corner of this tract from whence a U.S.G.L.O. brass cap marking angle point No. 2 of private claim number 451 bears S63°15'14"E, a distance of 547.13 feet; thence from said point of beginning N36°29'29"W, a distance of 124.05 feet to the northwest corner of this tract; thence N53°11'15"E, a distance of 211.68 feet to the northeast corner of this tract; thence along a curve to the left having a radius of 248.00 feet and an arc length of 183.33 feet, together with a central angle of 42°21'14" to a point; thence along a curve to the right having a radius of 127.00 feet and an arc length of 103.47 feet, together with a central angle of 46°40'43" to the southeast corner of this tract; thence S75°05'46"W, a distance of 340.09 feet to the point and place of beginning, containing 1.03 acres, more or less,

a plat of survey dated February 10, 1999 by Morris Apodaca of A to Z Surveying is hereby attached.

