

Return To: FT000011120-BLP
FIDELITY NATIONAL TITLE INSURANCE CO

SANDOVAL COUNTY

200826268

Book-411 Page- 26268

1 of 2

08/21/2008 04:15:16 PM

Prepared By and Return To:

Fidelity National Title Insurance Co.
3500 Menaul Blvd NE #B-150
Albuquerque, NM 87112

GF# FT000011120-FNT01

WARRANTY DEED

San Pedro Ranch LLC., a New Mexico Limited Liability Company

for consideration paid, grant to

Tosoro Properties LLC., a New Mexico Limited Liability Company, Carinos Properties LLC., a New Mexico Limited Liability Company, Butera Properties LLC., a New Mexico Limited Liability Company, Recorp-New Mexico Associates Limited Partnership, a New Mexico Limited Partnership, Recorp-New Mexico Associates Limited Partnership I, a New Mexico Limited Partnership, Recorp-New Mexico Associates Limited Partnership II, a New Mexico Limited Partnership, Recorp New Mexico Associates Limited Partnership III, a New Mexico Limited Partnership

whose address is 7335 E. Redfield Road #100, Scottsdale, Arizona 85260 the following described real estate in Sandoval County.:

SEE ATTACHED EXHIBIT "A"

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2007, and subsequent years.

Witness our hands and seals this 15th day of August, 2008

San Pedro Ranch, LLC., a New Mexico Limited Liability Company

BY: David W. King
managing member

STATE OF New Mexico

COUNTY OF Bernalillo

This instrument was acknowledged before me this 15th day of August, 2008

by David W. King managing member

Notary Public

My Commission Expires: 9/8/2011

(SEAL)

EXHIBIT "A"

Township 12 North, Range 1 East N.M.P.M.
Section 17 Lots 1, 2, 3 and 4
Section 18
Section 19
Section 20 Lots 1, 2, 3 and 4

Township 12 North, range 1 West, N.M.P.M.

Section 3
Section 4 Lots 1, 2, 3, 4, 5, 6, 7 and 8
Section 9 Lots 1, 2, 3, 4, 5, 6, 7 and 8
Section 10
Section 11
Section 12
Section 13
Section 14
Section 15
Section 21 Lots 1, 2, 3, 4, 5, 6, 7 and 8
Section 22
Section 23
Section 24

GENERAL WARRANTY DEED

849

King Brothers Ranch, a New Mexico general partnership, for consideration paid, bargains, grants, sells, and conveys to Butera Properties, L.L.C., a New Mexico limited liability company, whose address is 7720 E. Redfield Road, Suite 8, Scottsdale, Arizona 85260, the real estate and any improvements located thereon located in Sandoval County, New Mexico, more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes,

SUBJECT TO the matters listed on Exhibit B, attached hereto and incorporated herein for all purposes, and

SUBJECT TO that certain sixty foot (60') wide ingress and egress and utility installation and maintenance easement hereby reserved for the benefit of Grantor, its heirs, successors and assigns, the location of which easement and the obligations of Grantor and Grantee relating to such easement are more particularly set forth in that certain Easement Agreement between Grantor and Grantee dated of even date herewith; and

SUBJECT TO the Grantor's reservation to Grantor of all oil, gas and other mineral interests appurtenant to the Property.

with warranty covenants.

Any and all appurtenant water rights are hereby excluded from this conveyance.

Executed this 11 day of January, 2001.

King Brothers Ranch,
a New Mexico general partnership

Bruce King
Bruce King, general partner

Sam King
Sam King, general partner

Don L. King
Don L. King, general partner

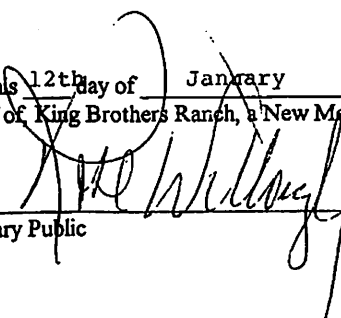
STATE OF NEW MEXICO } SS COUNTY OF SANDOVAL } This instrument was filed for record at <u>9:32</u> A.M. P.M. on JAN 16 2001 Recorded in Vol. <u>404</u> of records of said county, folio <u>2509-2515</u> By: <u> </u> Clerk & Recorder Deputy <u> </u>
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2509

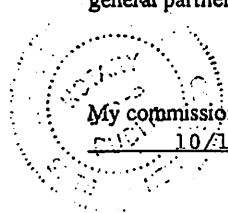
ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Bruce King, as general partner of, and on behalf of King Brothers Ranch, a New Mexico general partnership.

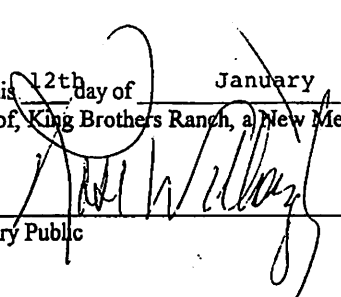


Notary Public



My commission expires:
10/19/03

STATE OF NEW MEXICO)
) ss.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Sam King, as general partner of, and on behalf of King Brothers Ranch, a New Mexico general partnership.



Notary Public

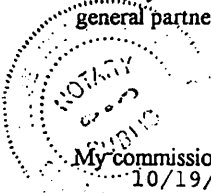

My commission expires:
10/19/03

2510

General Warranty Deed
Page 2

STATE OF NEW MEXICO)
) ss.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Don L. King, as general partner of, and on behalf of, King Brothers Ranch, a New Mexico general partnership.





Notary Public

My commission expires:
10/19/03

pd\\king\docs\butera-warrantydeed
January 9, 2001

2511

General Warranty Deed
Page 3

Exhibit A

LEGAL DESCRIPTION

That certain parcel of land being and comprising; the East half (E1/2) of Section 11, all of Section 12 and the North half (N1/2) of Section 13, Township 12 North, Range 1 West; the North half of Section 18 and Government Lots 1 and 2 in Section 17, Township 12 North, Range 1 East, New Mexico Principal Meridian, Sandoval County, New Mexico, more particularly described by survey performed by Garry P. Hugg, New Mexico Professional Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:

BEGINNING at the Closing Corner of Sections 8 and 17, Township 12 North, Range 1 West on the West Boundary of the Town of Alameda Grant (a GLO brass cap monument found in place), whence the National Geodetic Survey Monument "Pearl" (an existing brass cap monument found in place) bears N 23° 59' 29" W, 30112.59 feet distant; Thence

S 02° 20' 23" W, 2630.85 feet along said Westerly Boundary of the Town of Alameda Grant to the Southeast corner of said Government Lot 2 (a 5/8" rebar and cap stamped LS 1180 set) and the Southeast corner of the parcel herein described; Thence,

N 89° 43' 15" W, 1404.80 feet along the South line of said Government Lot 2 to the Quarter Corner common to said Sections 17 and 18 (A GLO brass cap monument found in place); Thence,

N 87° 44' 06" W, 4674.43 feet along the East-West center of section line of said Section 18 to the Quarter Corner common to Said Section 18, Township 12 North, Range 1 East and said Section 13, Township 12 North, Range 1 West (a 5/8" rebar and cap stamped LS 1180 set); Thence,

S 89° 36' 41" W, 5248.95 feet along the East-West center of section line of said Section 13 to the Quarter Corner common to Sections 13 and 14 (a 5/8" rebar and cap stamped LS 1180 set) and the Southwest corner of the parcel herein described; Thence,

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page 1 of 3

Page 2

N 00° 06' 05" E, 2633.11 feet to the corner common to Sections 11, 12, 13 and 14 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

N 89° 25' 29" W, 2632.81 feet to the Quarter Corner common to Sections 11 and 14 (a 5/8" rebar and cap stamped LS 1180 set) and the Southeast corner of Parcel 3, King Brothers Ranch as the same is shown and designated on the plat entitled "PARCELS 1, 2 AND 3, KING BROTHERS RANCH", FILED IN THE OFFICE OF THE County Clerk of Sandoval County, New Mexico, in Volume 3, folio 2004-A, as Document No. 0018323; Thence,

N 00° 33' 33" E, 5266.80 feet along the North-South center of section line of said Section 11 and the East line of said Parcel 3 to the Quarter Corner common to Sections 2 and 11 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place) the Northwest corner of the parcel herein described and the Northeast corner of said Parcel 3; Thence,

S 89° 24' 00" E, 2638.30 feet to the corner common to Sections 1, 2, 11 and 12 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

N 88° 59' 09" E, 5255.36 feet to the corner common to Sections 1 and 12, Township 12 North, Range 1 West and Sections 6 and 7, Township 12 North, Range 1 East (a GLO brass cap monument found in place); Thence,

S 00° 28' 51" W, 5304.25 feet along the New Mexico Principal Meridian to the corner common to Sections 12 and 13, Township 12 North, Range 1 West and Sections 7 and 18, Township 12 North, Range 1 East (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

2513

Page 2 of 3

Page 3

S 87° 22' 04" E, 4654.97 feet to the corner common to Sections
7, 8, 17 and 18, Township 12 North, Range 1
East (a GOL brass cap monument found in
place); Thence,

S 89° 57' 44" E, 1510.15 feet to the Northeast corner and
point of beginning of the parcel herein
described.

Said parcel contains 1645.7951 acres, more or less.

2514
page 3 of 3

EXHIBIT B

Reservations contained in Patent from United States of America recorded in Book Misc. 5, page 578, Misc. 6, page 463, DR 2, page 432, Misc. 9, page 102, records of Sandoval County, New Mexico.

EASEMENT AGREEMENT

848

This Agreement is executed this 11th day of JANUARY, 2001, by King Brothers Ranch, a New Mexico general partnership ("King Brothers"), and Butera Properties, L.L.C., a New Mexico limited liability company ("Butera").

RECITALS

A. Simultaneously with the execution of this Easement Agreement, King Brothers is selling the real property and improvements, more particularly described in Exhibit A, attached hereto and incorporated herein by reference ("the Property") to Butera. A condition precedent to such sale is the creation of the easement granted herein.

B. The undersigned, by execution of this Easement Agreement, desire to create the easement described below located on the Property for the benefit of King Brothers, its successors and assigns.

NOW, THEREFORE, for, and in consideration of the sale of the Property by King Brothers to Butera and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. King Brothers, as seller of the Property hereby reserves and Butera, as purchaser of the Property hereby grants, bargains, sells, and conveys to King Brothers, its heirs, successors and assigns for ingress and egress, including the construction and maintenance of same and for the construction and maintenance of underground utilities, including, without limitation, electricity, telephone, gas, sewer, water, and cable television, the following described easement:

An easement sixty (60) feet in width, subject to the terms of paragraph 2, below, located over and across the Property in the approximate location shown on Exhibit B, attached hereto and incorporated herein for all purposes,

to have and to hold the aforesaid easement unto King Brothers, its heirs, successors and assigns.

2. The parties hereto acknowledge and agree that after the date of this Agreement, they shall obtain a survey and metes and bounds description of the exact location of the easement which may be different than the approximate location shown on Exhibit B, hereto. The exact location of the easement shall be within King Brother's sole discretion and Butera agrees to execute any additional documents necessary to establish the exact location of said easement. Butera further agrees that if the terrain or condition of the Property or the effect of any governmental restriction, rule or ordinance, existing as of the date the exact location of the easement is determined, is such that the easement may not be created for the purposes contemplated, within said sixty (60) feet, the width of the easement created hereby shall be expanded to the width necessary to accomplish the contemplated purpose.

2494

STATE OF NEW MEXICO	
COUNTY OF SANDOVAL	
This instrument was filed for record at	
9:51	A.M. P.M. on
JAN 16 2001	
Recorded in Vol. <u>404</u>	
of records of said county, folio <u>2494-208</u>	
By: _____	Clk. & Recorder _____

3. The property to be benefitted by, and having the right to use the easement described herein, shall be the Property and:

a. The real property described in Exhibit C, attached hereto and incorporated herein by reference; and

b. Any other property owned or controlled by King Brothers as of the date of this Agreement which King Brothers, its successors and assigns desires to have benefitted by the easement.

4. King Brothers, its successors or assigns, shall have the right to use the easement granted herein as it shall be specifically located; provided, however, that at such time as Butera shall have paid in full any promissory notes issues by them to King Brothers in connection with the purchase of the Property and Carinos Properties, LLC, a related entity, shall have paid off any promissory notes issued by Carinos Properties, LLC to King Brothers in connection with the purchase of the property described in paragraph 3a. above, unless such easement has been dedicated to the public, Butera shall have the right to abandon and vacate the easement so long as Butera shall first grant to King Brothers, its heirs, successors and assigns an alternate easement or easements, acceptable to King Brothers, its heirs, successors and assigns which alternate easement or easements (1) shall not be less than sixty (60) feet in width (or wider if the terrain, property condition or the effect of any governmental restriction, rule or ordinance, existing as of the date the alternate easement location is proposed, is such that the easement may not be created for the purposes contemplated, within said sixty (60) feet); and (2) shall be for the same purpose contemplated for the easement created herein; and (3) shall benefit the same properties to be benefitted by this easement; and (4) shall not result in a material burden, including financial burden, on King Brothers, its successors or assigns, which did not exist with respect to the easement created herein on the date the alternate easement is proposed.

5. Nothing contained herein shall in any manner be construed as dedicating this easement to the public. The foregoing notwithstanding, Butera hereby agrees that upon request by King Brothers, its successors or assigns, Butera shall dedicate the easement created herein for the benefit of the public. Butera also agrees that upon request by King Brothers, its successors or assigns, Butera shall dedicate the alternative easement or easements contemplated in paragraph 4, above for the benefit of the public.

6. The easement granted herein shall automatically become null and void and be terminated and vacated if King Brothers, its heirs, successor or assigns shall foreclose on the Mortgage dated of even date herewith granted by Butera to King Brothers duly recorded in the records of the Clerk of Sandoval County, New Mexico in Volume _____, folio _____ - _____.

doc # 847

7. The easement shall run with the land and shall be binding upon the Property, shall inure to the benefit of the property to be served by such easement as described in paragraph 3, above.

2495

8. The laws of New Mexico will govern the validity, performance, and enforcement of any obligation, as provided in this Agreement.

9. If any provision of this Agreement or the application of this Agreement to any person or circumstance is invalid to any extent, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those to which the provision is held invalid, will not be affected by the invalid provision, and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

10. Any prior conversations, understandings, or writings are merged in this Agreement and are extinguished. No later amendment to this Agreement will be binding upon the parties unless reduced to writing and signed. No representations or promises by any party to the other exist except as are specifically provided in this Agreement. This Agreement supersedes and revokes all previous conversations, negotiations, arrangements, understandings, and information conveyed, whether oral or in writing, between the parties.

11. The language used in this Agreement will be construed according to the fair and usual meaning of the language, and will not be strictly construed for or against any party.

12. The parties will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by the others to carry out the intent and purpose of this Agreement.

13. In the event of any action, suit, or proceeding arising from, or based on, this Agreement brought by any party against the other party to this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party its reasonable attorneys' fees, any gross receipts tax thereon, and related legal expenses and costs incurred in connection therewith.

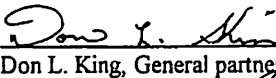
14. All of the rights and benefits conferred herein to King Brothers, shall inure to the benefit of King Brothers, its heirs, successors and assigns.

Executed this 11th day of JANUARY, 2001.

King Brothers Ranch,
a New Mexico general partnership


Bruce King, General partner


Sam King, General partner


Don L. King, General partner


Butera Properties, L.L.C.
a New Mexico limited liability company
by its Manager
Recorp Investments, Inc., an Arizona
corporation


David P. Maniatis, President

2496

Approved and agreed for the purpose of submitting to the terms and conditions of paragraph 4 hereof:

Carinos Properties, LLC,
a New Mexico limited liability company
by its Manager
Recorp Investments, Inc., an Arizona corporation



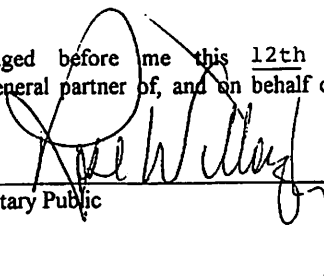
David P. Maniatis, President

2497

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
) ss.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Bruce King, as general partner of, and on behalf of, King Brothers Ranch, a New Mexico general partnership.

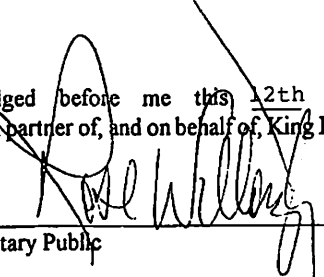


Notary Public

My commission expires:
10/19/03

STATE OF NEW MEXICO)
) ss.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Sam King, as general partner of, and on behalf of, King Brothers Ranch, a New Mexico general partnership.



Notary Public

My commission expires:
10/19/03

STATE OF NEW MEXICO)
) ss.
COUNTY OF Sandoval)

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by Don L. King, as general partner of, and on behalf of, King Brothers Ranch, a New Mexico general partnership.



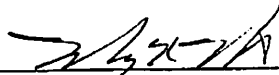
Notary Public

My commission expires:
10/19/03

2498

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 11TH day of JANUARY, 2001, by David P. Maniatis, President of Recorp Investments, Inc. an Arizona corporation as Manager of Butera Properties, L.L.C., a New Mexico limited liability company, on behalf of said company and as Manager of Carinos Properties, LLC., a New Mexico limited liability company, on behalf of said company.



Notary Public

My commission expires:

9/30/2003
pd\king\docs\butera-easement
January 10, 2001



2499

Exhibit A

LEGAL DESCRIPTION

That certain parcel of land being and comprising; the East half (E1/2) of Section 11, all of Section 12 and the North half (N1/2) of Section 13, Township 12 North, Range 1 West; the North half of Section 18 and Government Lots 1 and 2 in Section 17, Township 12 North, Range 1 East, New Mexico Principal Meridian, Sandoval County, New Mexico, more particularly described by survey performed by Garry P. Hugg, New Mexico Professional Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:

BEGINNING at the Closing Corner of Sections 8 and 17, Township 12 North, Range 1 West on the West Boundary of the Town of Alameda Grant (a GLO brass cap monument found in place), whence the National Geodetic Survey Monument "Pearl" (an existing brass cap monument found in place) bears N 23° 59' 29" W, 30112.59 feet distant; Thence

S 02° 20' 23" W, 2630.85 feet along said Westerly Boundary of the Town of Alameda Grant to the Southeast corner of said Government Lot 2 (a 5/8" rebar and cap stamped LS 1180 set) and the Southeast corner of the parcel herein described; Thence,

N 89° 43' 15" W, 1404.80 feet along the South line of said Government Lot 2 to the Quarter Corner common to said Sections 17 and 18 (A GLO brass cap monument found in place); Thence,

N 87° 44' 06" W, 4674.43 feet along the East-West center of section line of said Section 18 to the Quarter Corner common to Said Section 18, Township 12 North, Range 1 East and said Section 13, Township 12 North, Range 1 West (a 5/8" rebar and cap stamped LS 1180 set); Thence,

S 89° 36' 41" W, 5248.95 feet along the East-West center of section line of said Section 13 to the Quarter Corner common to Sections 13 and 14 (a 5/8" rebar and cap stamped LS 1180 set) and the Southwest corner of the parcel herein described; Thence,

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Page 1 of 3

Page 2

N 00° 06' 05" E, 2633.11 feet to the corner common to Sections 11, 12, 13 and 14 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

N 89° 25' 29" W, 2632.81 feet to the Quarter Corner common to Sections 11 and 14 (a 5/8" rebar and cap stamped LS 1180 set) and the Southeast corner of Parcel 3, King Brothers Ranch as the same is shown and designated on the plat entitled "PARCELS 1, 2 AND 3, KING BROTHERS RANCH", FILED IN THE OFFICE OF THE County Clerk of Sandoval County, New Mexico, in Volume 3, folio 2004-A, as Document No. 0018323; Thence,

N 00° 33' 33" E, 5266.80 feet along the North-South center of section line of said Section 11 and the East line of said Parcel 3 to the Quarter Corner common to Sections 2 and 11 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place) the Northwest corner of the parcel herein described and the Northeast corner of said Parcel 3; Thence,

S 89° 24' 00" E, 2638.30 feet to the corner common to Sections 1, 2, 11 and 12 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

N 88° 59' 09" E, 5255.36 feet to the corner common to Sections 1 and 12, Township 12 North, Range 1 West and Sections 6 and 7, Township 12 North, Range 1 East (a GLO brass cap monument found in place); Thence,

S 00° 28' 51" W, 5304.25 feet along the New Mexico Principal Meridian to the corner common to Sections 12 and 13, Township 12 North, Range 1 West and Sections 7 and 18, Township 12 North, Range 1 East (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

2501

Page 1 of 2

Page 3

S 87° 22' 04" E, 4654.97 feet to the corner common to Sections
7, 8, 17 and 18, Township 12 North, Range 1
East (a GOL brass cap monument found in
place); Thence,

S 89° 57' 44" E, 1510.15 feet to the Northeast corner and
point of beginning of the parcel herein
described.

Said parcel contains 1645.7951 acres, more or less.

2502

Page 1 of 3

Exhibit B

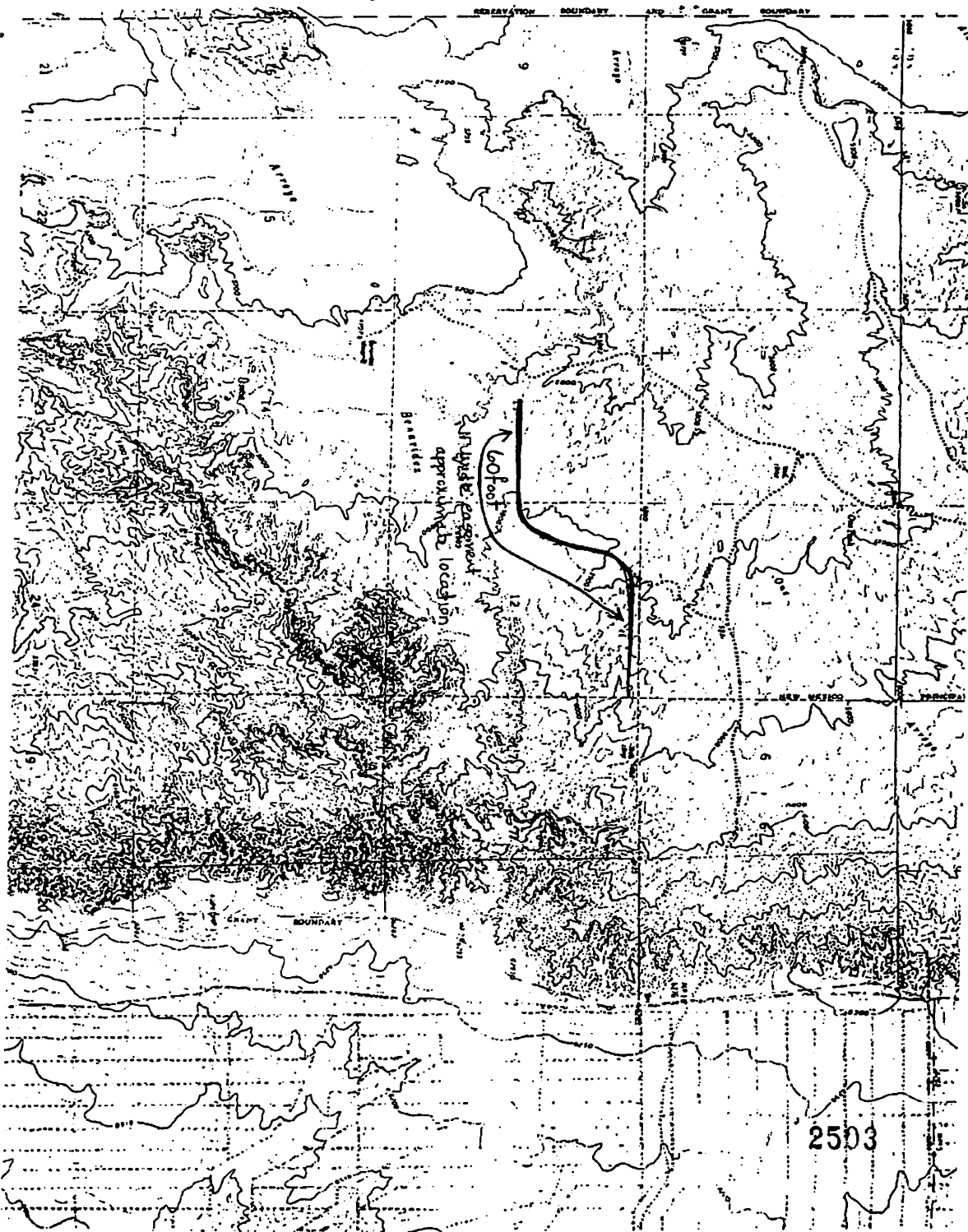


Exhibit C



Legal Description

That certain parcel of land being and comprising all of Section 9, Township 12 North, Range 1 West, New Mexico Principal Meridian, Sandoval County, New Mexico, more particularly described by survey performed by Garry P. Hugg, New Mexico Professional Land Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:

BEGINNING at the Northwest corner of the parcel herein described, the closing corner common to Sections 4 and 9 on the East Boundary the Bernabe M. Montoya Grant (Laguna Indian Reservation), (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

S 88° 15' 24" E, 2806.34 feet to the corner common to sections 3, 4, 9 and 10, and the Northeast corner of the parcel herein described (a 5/8" rebar and cap stamped LS 5823 set); Thence,

S 00° 00' 05" W, 5258.65 feet to the corner common to Sections 9, 10, 15 and 16, and the Southeast corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 7248 found in place; Thence,

N 88° 45' 57" W, 2803.57 feet to the Closing Corner between said Sections 9 and 16 on said East Boundary line of the Bernabe M. Montoya Grant, and the Southwest corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 7248 found in place; Thence,

N 00° 01' 18" W, 5283.63 feet along said East Boundary line of the Bernabe M. Montoya Grant to the Northwest corner and point of beginning of the parcel herein described.

Said parcel contains 339.3044 acres, more or less.

5291.4

2504'

Page 1 of 5

That certain parcel of land being and comprising that portion of Section 10, Township 12 North, Range 1 West, New Mexico Principal Meridian, Sandoval County, New Mexico lying Westerly of the right of way line of the Northwest Loop Road as conveyed from King Brothers Ranch to the County of Sandoval by General Warranty Deed filed in the office of the County Clerk of Sandoval County, New Mexico, on December 28, 1994, in Book Dr205, page 774, more particularly described by survey performed by Garry P. Rugg, New Mexico Professional Land Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:

BEGINNING at the corner common to Sections 3, 4, 9 and 10 and the Northwest corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

- N 89° 39' 18" E, 2638.52 feet along the North line of said Section 10 to the Quarter Corner common to said Sections 3 and 10 (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,
- N 89° 38' 28" E, 1625.41 feet along said Northerly line of said Section 10 to a point on the Westerly right of way line of said Northwest Loop Road and the Northeast corner of the parcel herein described (a 5/8" rebar and cap stamped LS 5823 set); Thence,
- S 00° 20' 30" W, 4859.79 feet along said Westerly right of way line of the Northwest Loop Road to a point opposite Engineers Centerline Station 890+00 (an existing 5/8" rebar and aluminum cap stamped 890+00 found in place); Thence,
- S 00° 20' 30" W, 405.98 feet along said Westerly right of way line of the Northwest Loop Road to a point on the Southerly line of said Section 10 (a 5/8" rebar and cap stamped LS 5823 set); Thence,
- S 89° 45' 54" W, 1519.27 feet along said Southerly line of Section 10 to the Quarter Corner common to said Sections 10 and 15 (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

52915

2505

page 2 of 5

S 89° 43' 46" W, 2713.34 feet along said Southerly line of Section 10 to the corner common to Sections 9, 10, 15 and 16 and the Southwest corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 7248 found in place; Thence,

N 00° 00' 05" E, 5258.65 feet along the West line of said Section 10 to the Northwest corner and point of beginning of the parcel herein described.

Said parcel contains 513.1461 acres, more or less.

52916

2506

Page 3 of 5

That certain parcel of land being and comprising the West half of Section 11 and that portion of Section 10, Township 12 North, Range 1 West, New Mexico Principal Meridian, Sandoval County, New Mexico lying Westerly of the right of way line of the Northwest Loop Road as conveyed from King Brothers Ranch to the County of Sandoval by General Warranty Deed filed in the office of the County Clerk of Sandoval County, New Mexico, on December 28, 1994, in Book Dr205, page 774, more particularly described by survey performed by Garry P. Hugg, New Mexico Professional Land Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:

BEGINNING at the intersection of the Easterly right of way line of said Northwest Loop Road and the North line of said Section 10 and the Northwest corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 5823 set); Thence,

N 89° 38' 28" E, 712.74 feet along the North line of said Section 10 to the corner common to Sections 2, 3, 10 and 11 (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

S 89° 47' 10" E, 2638.55 feet along the Northerly line of said Section 11 to the Quarter Corner common to said Sections 2 and 11 and the Northeast corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

S 00° 10' 34" W, 5266.80 feet along the North-South center of section line of said Section 11 to the Quarter Corner common to Sections 11 and 14 and the Southeast corner of the parcel herein described (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

N 89° 48' 28" W, 2632.82 feet along said Southerly line of Section 11 to the corner common to Sections 10, 11, 14 and 15 (a 5/8" rebar and aluminum cap stamped LS 7248 found in place); Thence,

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S 89° 34' 24" W, 733.71 feet along said Southerly line of Section 10 to a point on said Easterly right of way line of the Northwest Loop Road and the Southwest corner of the parcel herein described (a 5/8" rebar and cap stamped LS 5823 set); Thence,

N 00° 20' 30" E, 5268.88 feet along said Easterly right of way line of the Northwest Loop Road to the Northwest corner and point of beginning of the parcel herein described.

Said parcel contains 406.1732 acres, more or less.

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MINERAL QUITCLAIM DEED

851

King Brothers Ranch, a New Mexico general partnership, for consideration paid, quitclaims to Butera Properties, L.L.C., a New Mexico limited liability company, whose address is 7720 E. Redfield Road, Suite 8, Scottsdale, Arizona 85260, all of its right, title, and interest in and to all oil, gas, and other minerals appurtenant to the real estate located in Sandoval County, New Mexico more fully described in Exhibit A, attached hereto and incorporated herein by reference.

Executed this 11 day of January, 2001.

King Brothers Ranch,
a New Mexico general partnership

Bruce King
Bruce King, general partner

Sam King
Sam King, general partner

Don L. King
Don L. King, general partner

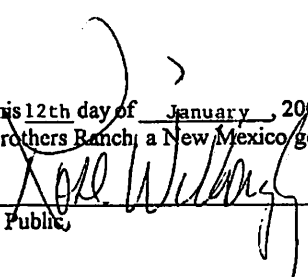
STATE OF NEW MEXICO } SS COUNTY OF SANDOVAL }
This instrument was filed for record at <u>9 54</u> A.M. P.M. on
JAN 16 2001
Recorded in Vol. <u>404</u> of records of said county, folio <u>2526-2530</u>
By: _____ Clerk & Recorder Deputy

2526

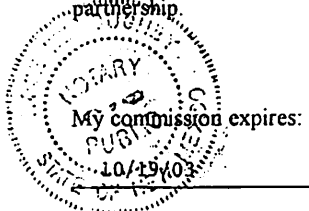
ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

This foregoing instrument was acknowledged before me on this 12th day of January, 2001, by
Bruce King, as a general partner of and on behalf of King Brothers Ranch, a New Mexico general
partnership.

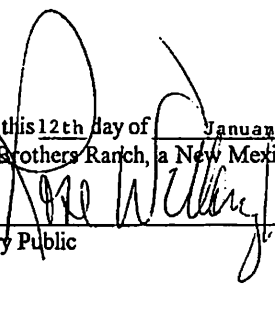


Notary Public

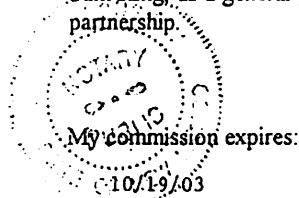


STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

This foregoing instrument was acknowledged before me on this 12th day of January, 2001, by
Sam King, as a general partner of and on behalf of King Brothers Ranch, a New Mexico general
partnership.

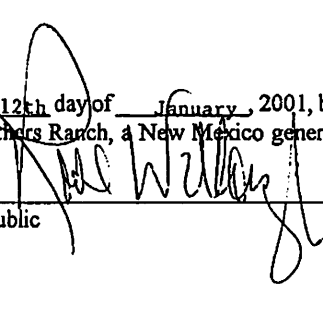


Notary Public

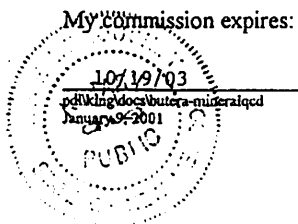


STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

This foregoing instrument was acknowledged before me on this 12th day of January, 2001, by
Don King, as a general partner of and on behalf of King Brothers Ranch, a New Mexico general
partnership.



Notary Public



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Exhibit A

LEGAL DESCRIPTION

That certain parcel of land being and comprising; the East half (E1/2) of Section 11, all of Section 12 and the North half (N1/2) of Section 13, Township 12 North, Range 1 West; the North half of Section 18 and Government Lots 1 and 2 in Section 17, Township 12 North, Range 1 East, New Mexico Principal Meridian, Sandoval County, New Mexico, more particularly described by survey performed by Garry P. Hugg, New Mexico Professional Surveyor Number 5823, using New Mexico State Plane Coordinate System, Central Zone (NAD83), grid bearings and ground distances as follows:

BEGINNING at the Closing Corner of Sections 8 and 17, Township 12 North, Range 1 West on the West Boundary of the Town of Alameda Grant (a GLO brass cap monument found in place), whence the National Geodetic Survey Monument "Pearl" (an existing brass cap monument found in place) bears N 23° 59' 29" W, 30112.59 feet distant; Thence

S 02° 20' 23" W, 2630.85 feet along said Westerly Boundary of the Town of Alameda Grant to the Southeast corner of said Government Lot 2 (a 5/8" rebar and cap stamped LS 1180 set) and the Southeast corner of the parcel herein described; Thence,

N 89° 43' 15" W, 1404.80 feet along the South line of said Government Lot 2 to the Quarter Corner common to said Sections 17 and 18 (A GLO brass cap monument found in place); Thence,

N 87° 44' 06" W, 4674.43 feet along the East-West center of section line of said Section 18 to the Quarter Corner common to Said Section 18, Township 12 North, Range 1 East and said Section 13, Township 12 North, Range 1 West (a 5/8" rebar and cap stamped LS 1180 set); Thence,

S 89° 36' 41" W, 5248.95 feet along the East-West center of section line of said Section 13 to the Quarter Corner common to Sections 13 and 14 (a 5/8" rebar and cap stamped LS 1180 set) and the Southwest corner of the parcel herein described; Thence,

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N 00° 06' 05" E, 2633.11 feet to the corner common to Sections 11, 12, 13 and 14 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

N 89° 25' 29" W, 2632.81 feet to the Quarter Corner common to Sections 11 and 14 (a 5/8" rebar and cap stamped LS 1180 set) and the Southeast corner of Parcel 3, King Brothers Ranch as the same is shown and designated on the plat entitled "PARCELS 1, 2 AND 3, KING BROTHERS RANCH", FILED IN THE OFFICE OF THE County Clerk of Sandoval County, New Mexico, in Volume 3, folio 2004-A, as Document No. 0018323; Thence,

N 00° 33' 33" E, 5266.80 feet along the North-South center of section line of said Section 11 and the East line of said Parcel 3 to the Quarter Corner common to Sections 2 and 11 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place) the Northwest corner of the parcel herein described and the Northeast corner of said Parcel 3; Thence,

S 89° 24' 00" E, 2638.30 feet to the corner common to Sections 1, 2, 11 and 12 (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

N 88° 59' 09" E, 5255.36 feet to the corner common to Sections 1 and 12, Township 12 North, Range 1 West and Sections 6 and 7, Township 12 North, Range 1 East (a GLO brass cap monument found in place); Thence,

S 00° 28' 51" W, 5304.25 feet along the New Mexico Principal Meridian to the corner common to Sections 12 and 13, Township 12 North, Range 1 West and Sections 7 and 18, Township 12 North, Range 1 East (a 1-1/2" iron pipe and aluminum cap stamped LS 7248 found in place); Thence,

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S 87° 22' 04" E, 4654.97 feet to the corner common to Sections
7, 8, 17 and 18, Township 12 North, Range 1
East (a GOL brass cap monument found in
place); Thence,

S 89° 57' 44" E, 1510.15 feet to the Northeast corner and
point of beginning of the parcel herein
described.

Said parcel contains 1645.7951 acres, more or less.

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