



TECHNICAL APPENDIX

APPENDIX A

Examples of Defense Community Partnerships and Sample Memoranda of Agreement

Fort Drum Regional Liaison Organization

[Fort Drum Link](#)

South Sound Military & Communities Partnership

[South Sound Military & Communities Partnership Link](#)

NAS Fort Worth, JRB Regional Coordination Committee

[NAS Fort Worth Link](#)

Fort Bragg Regional Land Use Advisory Commission

[RLUAC Link](#)

APPENDIX B

Comprehensive Plan Language

Local governments can add the following suggested goals and specific policies to their Comprehensive Plans as separate elements or as supplementary language to strengthen existing goals and policies.

General Compatibility

Goal: Compatibility with the Military

Promote future development that protects the public health, safety, and welfare by minimizing risk to life, property and the well-being of [City/County] residents from military training and testing operations and maintaining compatibility with current and foreseeable missions at [Fort Bliss, Holloman Air Force Base, White Sands Missile Range].

Policy: Role of [Fort Bliss, Holloman Air Force Base, White Sands Missile Range]

Continue to support the unique and vital mission capabilities of [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] and the significant contribution of the installations to the economic base of the community and region.

Policy: Military–Community Partnerships

Partner with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] to anticipate and meet community growth and service demands related to military mission change and to ensure that residents of [City/County] participate fully in economic opportunities and outreach activities associated with the installations.

Goal: Communication/Coordination

Foster meaningful, ongoing communication among [City/County], residents, [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] and regional partners to increase awareness of Department of Defense and other federal and state missions and activities and to coordinate on ongoing compatibility planning and management activities.

Policy: Support for Compatibility Implementation

Continue [City/County] participation in the Joint Land Use Study (JLUS) by appointing primary points of contact to facilitate the communication and coordination strategies recommended in the JLUS Report.

Policy: Information Exchange with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range]

Work with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] to establish ongoing communication mechanisms for issues of mutual concern, including mission or operational changes that could affect the surrounding community or specific development and infrastructure projects that could affect compatibility with training and testing operations.

Policy: Increase Public Awareness

Partner with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] to make information on the potential impacts of training and testing operations available to residents.

Additional Communication and Coordination Strategies

Policy: Development Review

Review community development and infrastructure proposals for interaction that could produce compatibility challenges with training and testing operations, including: noise sensitive uses in areas of known exposure to aviation and range noise; physical infrastructure that could interfere with low-level flight operations; and sources of electrical emissions that could interfere with military communications or navigation systems.

Policy: Military Involvement and Planning Process

Provide notice to [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] for review and comment on [County/City] discretionary land use actions to include, but not be limited to, Comprehensive/Specific Plan amendments or updates, zoning changes, land development code changes, and subdivision plats.

Goal: Land Use Compatibility

Enhance land use compatibility between [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] and property in the surrounding area and to protect public health and safety.

Policy: Military Influence Area (MIA) Overlay

Define and maintain a Military Influence Area (MIA) as an overlay to the zoning map. The MIA will consist of areas based on noise and safety guidance from the [Air Installation Compatible Use Zone or Installation Operational Noise Management Plan] study, as well as other compatibility factors evaluated in the JLUS program. Within the MIA, the [County/City] will implement a variety of land use, communication and other mitigation techniques to reduce

possible land use conflicts and protect the health and safety of people and property in affected areas. The appropriate strategies will vary based upon the particular operational impacts associated with sub-areas of the MIA.

Policy : Support for Buffering Activities

Open space, agriculture, and low-density uses adjacent to military activities provide a critical buffer that protects surrounding areas from the nuisance and safety risks of nearby military operations; therefore, as part of overall compatibility strategies, the [County/City] will, whenever feasible, use open space and conservation planning to assist in establishing buffers in proximity to [Fort Bliss, Holloman Air Force Base, White Sands Missile Range].

Local governments can add the following suggested goals and specific policies to their Comprehensive Plans as separate elements or as supplementary language to strengthen existing goals and policies.

General Compatibility

Goal: Compatibility with the Military

Promote future development that protects the public health, safety, and welfare by minimizing risk to life, property and the well-being of [City/County] residents from military training and testing operations and maintaining compatibility with current and foreseeable missions at [Fort Bliss, Holloman Air Force Base, White Sands Missile Range].

Policy: Role of [Fort Bliss, Holloman Air Force Base, White Sands Missile Range]

Continue to support the unique and vital mission capabilities of [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] and the significant contribution of the installations to the economic base of the community and region.

Policy: Military–Community Partnerships

Partner with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] to anticipate and meet community growth and service demands related to military mission change and to ensure that residents of [City/County] participate fully in economic opportunities and outreach activities associated with the installations.

Goal: Communication/Coordination

Foster meaningful, ongoing communication among [City/County], residents, [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] and regional partners to increase awareness of Department of Defense and other federal and state missions and activities and to coordinate on ongoing compatibility planning and management activities.

Policy: Support for Compatibility Implementation

Continue [City/County] participation in the Joint Land Use Study (JLUS) by appointing primary points of contact to facilitate the communication and coordination strategies recommended in the JLUS Report.

Policy: Information Exchange with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range]

Work with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] to establish ongoing communication mechanisms for issues of mutual concern, including mission or operational changes that could affect the surrounding community or specific development and infrastructure projects that could affect compatibility with training and testing operations.

Policy: Increase Public Awareness

Partner with [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] to make information on the potential impacts of training and testing operations available to residents.

Additional Communication and Coordination Strategies

Policy: Development Review

Review community development and infrastructure proposals for interaction that could produce compatibility challenges with training and testing operations, including: noise sensitive uses in areas of known exposure to aviation and range noise; physical infrastructure that could interfere with low-level flight operations; and sources of electrical emissions that could interfere with military communications or navigation systems.

Policy: Military Involvement and Planning Process

Provide notice to [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] for review and comment on [County/City] discretionary land use actions to include, but not be limited to, Comprehensive/Specific Plan amendments or updates, zoning changes, land development code changes, and subdivision plats.

Goal: Land Use Compatibility

Enhance land use compatibility between [Fort Bliss, Holloman Air Force Base, White Sands Missile Range] and property in the surrounding area and to protect public health and safety.

Policy: Military Influence Area (MIA) Overlay

Define and maintain a Military Influence Area (MIA) as an overlay to the zoning map. The MIA will consist of areas based on noise and safety guidance from the [Air Installation Compatible Use Zone or Installation Operational Noise Management Plan] study, as well as other compatibility factors evaluated in the JLUS program. Within the MIA, the [County/City] will implement a variety of land use, communication and other mitigation techniques to reduce

possible land use conflicts and protect the health and safety of people and property in affected areas. The appropriate strategies will vary based upon the particular operational impacts associated with sub-areas of the MIA.

Policy : Support for Buffering Activities

Open space, agriculture, and low-density uses adjacent to military activities provide a critical buffer that protects surrounding areas from the nuisance and safety risks of nearby military operations; therefore, as part of overall compatibility strategies, the [County/City] will, whenever feasible, use open space and conservation planning to assist in establishing buffers in proximity to [Fort Bliss, Holloman Air Force Base, White Sands Missile Range].

APPENDIX C

Renewable Energy Informational Guide

FINDING RELIABLE INFORMATION ABOUT WIND ENERGY4.0

This resource was developed by members of the Department of Environmental Quality's Renewable Energy Local Government Outreach Stakeholder Group, an effort that involved representatives from local government, public colleges and universities, industry, environmental organizations and others in reviewing ways to identify reliable information about wind energy.

Purpose

The purpose of this document is to help local decision makers and citizens identify reliable sources of information about modern wind power.

Anyone can now find a wealth of information about wind power, but some may be unreliable, anecdotal, outdated or from less than credible sources. Whether the information is in books, periodicals or newspapers, on the Internet or on television, accuracy and objectivity must be assessed. This is particularly true on the Internet, where many sites have no review process.

This document identifies sources that are likely to be regarded as reliable by academic and government researchers because of the level of peer review or similar forms of evaluation. It also suggests characteristics that might signal the need for more careful scrutiny by the reader.

General guidelines

The following types of sources tend to have highly reliable information about wind energy:

- **Government and university sources.** These sites provide a wide variety of information including wind resources maps and studies on many aspects of wind energy. Examples of such sources include the following:
 - For Virginia-specific information, tools and other resources
 - James Madison University's Wind Energy Collaborative
<http://vwec.cisat.jmu.edu/index.html>
 - Virginia Department of Environmental Quality
http://www.deq.state.va.us/renewable_energy/homepage.html

- U.S. Energy Information Administration for statistics, studies and projections on energy use of all types <http://www.eia.gov/>. Details of electricity generation by source and location are found on this site as well <http://www.eia.gov/electricity/data.cfm>
 - The U.S. Department of Energy (DOE)
 - Wind and Water Program <http://www1.eere.energy.gov/windandhydro/index.html>
 - Wind Powering America <http://www.windpoweringamerica.gov/>
 - The DOE's National Renewable Energy Laboratory (NREL) wind research program <http://www.nrel.gov/wind/> and its affiliated laboratories such as
 - E.O. Lawrence Berkeley National Laboratory, Environmental Energy Technologies Division, University of California <http://eetd.lbl.gov/>
 - National Wind Technology Center (Boulder, Colorado) <http://www.nrel.gov/wind/nwtc.html>
 - University of Massachusetts Wind Energy Center <http://www.umass.edu/windenergy/>
 - U.S. Fish and Wildlife service on wind energy <http://www.fws.gov/habitatconservation/wind.html> and <http://www.fws.gov/midwest/wind/references/index.html>.
- **For medical and scientific information, peer-reviewed sources** (i.e., statements that have been reviewed and scientifically accepted by credentialed experts in the field – see detailed explanation below) such as
 - **PubMed**, a free search resource developed and maintained by the National Center for Biotechnology Information (NCBI), at the U.S. National Library of Medicine (NLM), located at the National Institutes of Health (NIH) http://www.ncbi.nlm.nih.gov/books/NBK3827/#pubmedhelp.PubMed_Quick_Start (search "Pub Med" in the pull-down menu)
 - **On bats and wind energy, the Bats and Wind Energy Cooperative**, which draws on expertise from Bat Conservation International (BCI), the U.S. Fish and Wildlife Service, the American Wind Energy Association (AWEA), and the U.S. Department of Energy's NREL <http://www.batsandwind.org/>

The American Wind Energy Association (AWEA), though decidedly pro-wind, is a reputable industry group that provides a great deal of technical information about wind energy and the wind industry. <http://www.awea.org/>

For details about particular makes and models of wind turbines or components, technical specifications may be available from the manufacturer.

Assessing a source of information

When presented with information about wind energy, the following questions can help determine the credibility and usefulness of the source.

1. **Where does the information appear?**
 2. **What is the original source of the information?**
 3. **How was the information reviewed before publication? If scientific, medical, or scholarly information, was it peer-reviewed?**
 4. **What is the publication date of the original information?**
- *Comments in italics indicate CAUTION. Information with these characteristics may be less reliable.*

1. Where does the information appear?

Information may be found in a myriad of sources, including print (newspapers, magazines, journals, books) and electronic (Internet, radio, television) media.

The most reliable information generally comes from scientific, educational and government sources whose **primary purpose** is to

- Determine the facts
- Report peer-reviewed research

- Caution is advised if: *Purpose of the source is to sell a product (unless the source is providing technical specifications of the product)*
- *Purpose of the source is entertainment*

Special note on Internet sources. When using Internet search engines, it is important to remember that most popular search engines do not determine the accuracy of content. The highest listed results are often

- Paid advertisements, or
- Sites with many hits (popular but not necessarily accurate)

Most search engines do not assess the reliability of sources. They reflect popularity or a paid listing. The criteria in this document may help sort out less reliable sources.

In general, scholarly sources are more credible than mass media. The following criteria can be used to help distinguish between scholarly and popular sources, using the example of a scholarly journal compared with a magazine article. These criteria apply to both print and electronic media.

Articles in scholarly journals, whether print or electronic, are usually

- Signed by the author(s)
- Written by one or more experts whose position(s) and institution(s) are listed
- Footnoted and/or include a bibliography
- Published by a professional association, journal or scholarly press (see more details on publishers below)

- Caution is advised if: *Work is unsigned*
- *Work is written by someone outside the field*
- *No references (footnotes and/or bibliography) are provided*
- *Work contains advertisements*
- *Author represents the wind industry or an industry that competes with wind energy (example: competing energy sources)*

Reliable sources base their conclusions on data gathered over time, that is, carefully recorded observations that have been widely documented.

- Caution is advised if: *Conclusions based on anecdotal (casual, one-time, and difficult-to-replicate) observations that are poorly documented or not documented at all Work is an Internet video from an unreviewed source (reliability cannot be determined)*

2. What is the original source of the information?

Regardless of where the information appears, it is important to identify the original source of the information. Mass media do not always identify the original source of the information, simply quoting an individual.

Caution is advised if:

- *The original source of information is not known.*

Once the original source is known, proceed to determining how the information was reviewed before publication.

3. How was the information reviewed before publication? If scientific, medical, or scholarly information, was it peer-reviewed?

Many Internet publications are not reviewed before being posted; however, government and educational sites generally have some sort of review process. If no review process is stated or evident on a site, there may well be none.

In the scholarly world, "peer-reviewed" has a fairly specific meaning. Peer-reviewed scientific, medical or scholarly articles should meet the following criteria:

- The work was originally published by a scholarly journal or academic press , or,
 - The work has been reviewed and deemed credible by scholars in the appropriate field, and
 - The peers are chosen by a scholarly publication, not by the author of the work.
- Caution is advised if: *Work was self-published (the author paid for publication) or published by non-academic or non-reviewed press*

When examining a source, some useful questions are:

- If the source is a periodical article, was it peer reviewed (refereed) or reviewed by an editorial board?
- If the source is a book, what is the reputation of the publisher?
- If it is from the Internet, was there any review process?
- Was it critically reviewed by qualified experts after it was written?
- Has the source been widely (and positively) cited in other peer-reviewed publications?

Some useful sources for assessing the quality of a source:

- To find out whether a journal is peer reviewed or refereed, look at the journal's Web page or check [Ulrich Web](http://ulrichsweb.serialssolutions.com/login) <http://ulrichsweb.serialssolutions.com/login> (requires institutional membership; should be available at local college, university or public library).
- Information may be published by an association, a university press, a commercial publisher, or a governmental entity. Knowledge of the publisher can help identify point of view and potential bias.
- The following reference sources can help in evaluating publishers:
 - [Associations Unlimited](http://galenet.galegroup.com/servlet/AU/form?l=2&u=n&u=i&u=r&u=s&locID=salt60366&n=10) <http://galenet.galegroup.com/servlet/AU/form?l=2&u=n&u=i&u=r&u=s&locID=salt60366&n=10>
 - Publisher's Directory (access through public library, college or university)

Caution is advised if

- *No review process*
- *For periodicals, no evidence of peer review or review by editorial board*
- *Publisher has poor review process*

4. When was the information first published?

In fields such as medicine, science, business, and technology, currency of information is important. Wind energy technology is developing rapidly and experience with wind energy is growing, so more recent sources tend to be more reliable than older sources.

Some sources that are currently in use rely on information that was published many years ago. Whenever possible, determine the original publication date of the information. Original publication dates of cited information should be available in the footnotes or bibliography. Information published before 2000 is of little, other than historical, value due to rapid changes in technology, cost of production, siting requirements, and other factors.

Caution is advised if:

- *Original source of information is pre-2000, especially regarding turbine technology, turbine noise, government policies, incentives, and legal requirements.*

Sources consulted:

Go for the Gold, Information Seeking Skills, James Madison University Libraries, Module 6, "Evaluating Sources of Information," <http://www.lib.jmu.edu/gold/default.aspx>)

CalPoly Library Services <http://lib.calpoly.edu/research/guides/peer.html>

Life Sciences Library, The University of Texas at Austin
<http://www.lib.utexas.edu/lsl/help/modules/peer.html>

University Libraries, University of Nevada, Reno <http://knowledgecenter.unr.edu/help/using/peer.aspx>

Wilson Web
http://www.hwwilson.com/documentation/peer_reviewed.cfm

APPENDIX D

Notification Map Example








Fact Sheet Example

SURPRISE / LUKE NOTIFICATION MAP

As a proud neighbor of Luke Air Force Base, the City of Surprise would like all residents to know that this community is in the proximity of Luke Air Force Base.

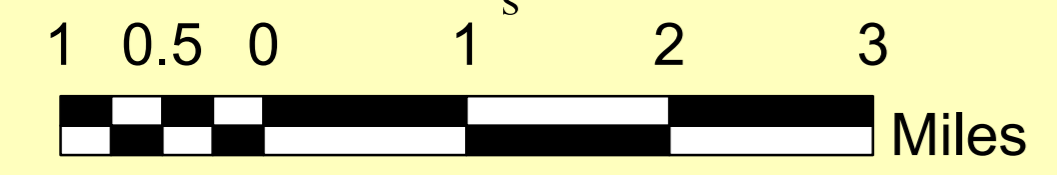
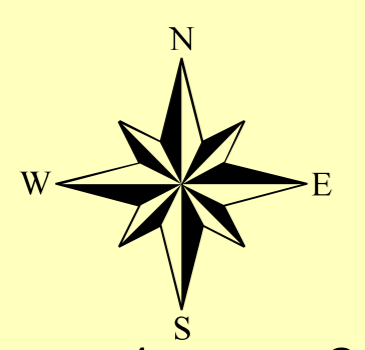
NOTICE:

Therefore all homes in the City of Surprise are Subject to military aircraft over -flights from Luke Air Force Base.

-  Territory In The Vicinity Of A Military Airport
-  1988 Joint Land Use Noise Contours
-  F-16 Aux 1 Noise Contours
-  Clear Zone
-  Accident Potential Zone 1
-  Accident Potential Zone 2
-  Surprise City Boundary

Notes:

1) Noise does not stop at a line, and single noise events in excess of 65 decibels will occur outside the 65 ldn line

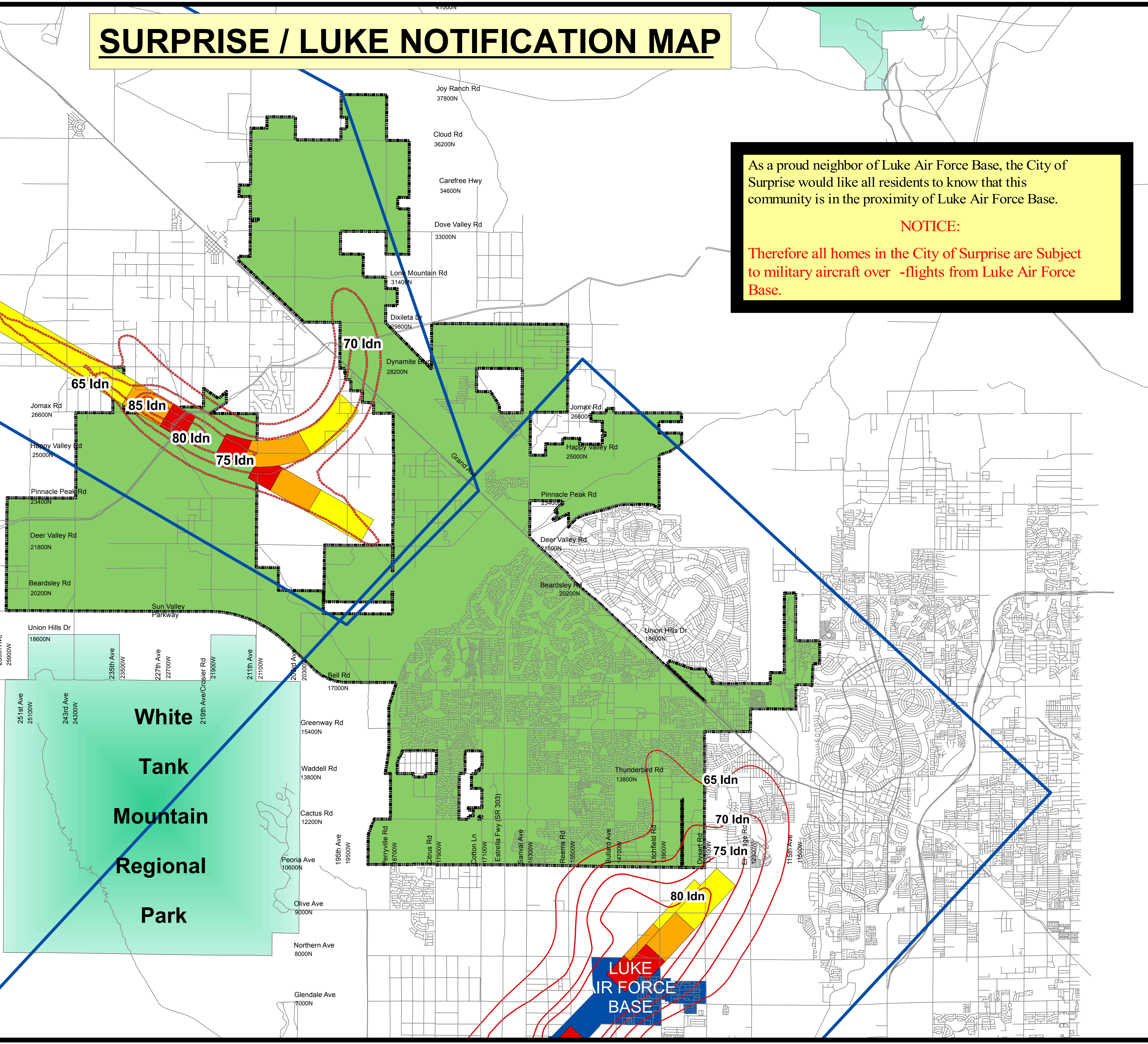


Adopted by Resolution #03-68
Revised per Resolution #2010-75

Map Date: August 2010

**White
Tank
Mountain
Regional
Park**

**LUKE
AIR FORCE
BASE**



Appendix J

City of Albuquerque – Bernalillo County Kirtland Air Force Base Military Influence Area

FACT SHEET

Disclosure Notice

This Fact Sheet provides information concerning property located within the Military Influence Area (MIA) of Kirtland Air Force Base (KAFB). The MIA essentially surrounds KAFB as a buffer area that includes civilian communities adjacent to the boundary of KAFB (refer to attached map). Your property has been identified as being located in the Kirtland MIA.

Land use and development on properties located in the Kirtland MIA may be subject to the following impacts due to the operations at KAFB, including aviation activities at Albuquerque International Sunport:

- Noise disturbance
- Vibrations
- Odors
- Aircraft overflights
- Nighttime missions and operations

Land Use Compatibility

Kirtland Air Force Base is crucial to the economy of Albuquerque, Bernalillo County, and the State of New Mexico. In order to ensure the long-term viability of the missions and activities on KAFB and the Albuquerque Sunport, land use and development in the vicinity should be compatible with the Base and airport. Review of applications for proposed development in the Kirtland MIA will be conducted by appropriate agencies to determine if there are any issues of compatibility with KAFB and Albuquerque International Airport.

Some areas within the Kirtland MIA may be determined through the development review process to be within airport-related safety zones such as:

- noise protection overlay zones, or
- areas of land extending some distance off the end of certain airport runways where military aircraft are taking off or landing, or
- areas near airport runways that may be subject to height regulations of man-made structures and natural objects to protect the airspace around the runway.

Airport Noise Complaints

There are two ways to file an aircraft noise complaint:

- 1) Call the Noise Hotline of the Noise Office at 505-842-2007. This Hotline will prompt and record your complaint, including the time and place of the occurrence.
- 2) Call the Noise Office directly at 505-244-7717.

APPENDIX E

Memoranda of Understanding Examples

Memorandum of Understanding Between City of Albuquerque And Kirtland Air Force Base

This Memorandum of Understanding (“MOU”) dated this ___ day of _____, 2013, is entered into between the City of Albuquerque (hereinafter “CITY”), and Kirtland Air Force Base, New Mexico (hereinafter “KAFB”), collectively referred to as the “Parties.” The purpose of this MOU is to sanction a notification and review process between the Parties to ensure compatible development near the boundary of KAFB.

Section I. RECITALS

- A. A Joint Land Use Study (JLUS) was completed and published for KAFB on June 30, 2010, to promote collaboration between military commanders and local leaders in order to ensure compatible development near military installations. The JLUS included recommendations for implementation which provide a basis for this MOU.
- B. The CITY and KAFB share a common border along various segments of the KAFB boundary, and are active participants in the implementation of recommendations presented in the JLUS.
- C. A Military Influence Area, referred to as the Kirtland MIA, has been defined in order to identify a special regulatory area encircling KAFB where specific compatibility issues are likely to occur. A map delineating the Kirtland MIA has been endorsed by the JLUS Implementation Team and is attached and made a part of this MOU.
- D. The Parties wish to enter into this MOU to establish notification and communication protocols concerning land development activities occurring within the Kirtland MIA and within KAFB as they may affect either of the Parties.

Section 2. UNDERSTANDINGS

- A. The Parties agree to the following:
 - 1. The Kirtland MIA is designated as a special planning and development review area where land use activities adjacent to KAFB may affect the ability of KAFB to carry out its missions, and conversely, where KAFB military operations may impact adjacent neighborhoods.
 - 2. Standard procedures carried out by the CITY for reviewing and approving land development within the Kirtland MIA will include special consideration regarding the compatibility of land use activities with the missions and operations of the KAFB.
 - 3. Communication and coordination between KAFB and the CITY requires a notification and information exchange protocol that identifies fixed administrative positions rather than individuals who periodically change by command or election cycle. Administrative positions should hold the appropriate authority and responsibilities as the primary contact for given issues.

B. The CITY agrees to the following:

1. Primary communication and coordination administrative positions for the CITY are:

ISSUE	CONTACT	TELEPHONE
Administration	Chief Administrative Officer	768-3000 (mayor's office main line)
Emergency Management	Office of Emergency Management	833-7381
Planning/Development	Planning Department	924-3860 (3 rd floor, main desk)

2. That portion of the Kirtland MIA occurring within the jurisdiction of the CITY will be delineated by the Mid Region Council of Governments using spatial data coverage on a GIS (Geographic Information System).
3. The MRCOG will provide comments to the City as part of MRCOG's agency review of Environmental Planning Commission Application
4. KAFB is entitled to notice as an adjacent property owner for Development Review Board and Environmental Planning Commission hearings that occur within the MIA.

C. KAFB agrees to the following:

1. Primary communication and coordination administrative positions for KAFB are:

ISSUE	CONTACT	TELEPHONE
Administration	Base Commander	505-846-7377
Emergency Management	Base Civil Engineer	505-846-7911
Engineering/Infrastructure	Base Civil Engineer	505-846-7911
Noise Complaints	Public Affairs	505-846-5991

2. KAFB will continue to assess the feasibility of acquiring control of property within the CITY to ensure land use compatibility, subject to consultation and coordination with the CITY.

Section 3. OTHER PROVISIONS

1. The effective date of this MOU shall be the date as stated in the first paragraph of this MOU. Subsequently, this MOU shall be reviewed and reaffirmed every two years to maintain a current protocol for notification and information exchange.
2. The term of this MOU shall be for an indefinite period of time but may be terminated at any time by either Party following notification in writing at least ninety (90) days prior to the termination date.

**Memorandum of Understanding
Between
The New Mexico State Land Office
And
Kirtland Air Force Base**

This Memorandum of Understanding ("MOU") dated this 30 day of July, 2013 (the "Effective Date"), is entered into between the COMMISSIONER OF PUBLIC LANDS OF THE STATE OF NEW MEXICO, Trustee for the Enabling Act Trust, Act of June 20, 1910, 36 Stat. 557, ch. 310 (the "Commissioner"), and KIRTLAND AIR FORCE BASE, NEW MEXICO (hereinafter "KAFB"), collectively referred to as the "Parties". The purpose of this MOU is to establish standards for the effective implementation of the Joint Land Use Study (the "JLUS") with respect to New Mexico State Trust Land ("Trust Land") and for the use of Trust Lands for the reciprocal benefit of the Parties and the State of New Mexico.

Section I. RECITALS

- A. **WHEREAS**, The Parties participated in the development of a Joint Land Use Study (JLUS) which was completed and published for KAFB on June 30, 2012, to promote collaboration between military commanders and local leaders in order to ensure compatible development near military installations; and
- B. **WHEREAS**, The JLUS Planning Area encompasses the four-county area of Sandoval, Bernalillo, Valencia and Tarrant Counties, and the JLUS Study Area incorporates a five-mile buffer surrounding KAFB; and
- C. **WHEREAS**, The Commissioner holds and manages approximately 533,643 surface acres of Trust Land within the JLUS Planning Area, approximately 11,500 surface acres of which are within the JLUS Study Area; and
- D. **WHEREAS**, The Commissioner has sole authority to direct, control, care for and dispose of all Trust Lands pursuant to Article XIII, Section 2, of the New Mexico Constitution, but working cooperatively, transparently, fairly and in good faith with the KAFB and related stakeholders, and in compliance with all laws, is of benefit to Trust Lands and their beneficiaries; and
- E. **WHEREAS**, Trust Land is generally exempt from local land use regulations and the Commissioner may lease the trust land to third parties for any purpose including land development and renewable energy development; and
- F. **WHEREAS**, The Commissioner has worked collaboratively with KAFB to responsibly plan and develop the Mesa del Sol community, the Sandia Science and Tech Park and La Semilla, all of which are located within the JLUS Study Area; and
- G. **WHEREAS**, KAFB has been consulted in the planning of Mesa del Sol and La Semilla, and concurred with the adoption of the Mesa del Sol Master Plan which incorporates the La Semilla Master Plan; and
- H. **WHEREAS**, The Commissioner has an ongoing partnership with the U.S. Department of Energy ("DOE") through the 100 year lease of the approximately

2,700 acre La Semilla property to DOE, which lease serves as a buffer zone along KAFB's southwestern boundary while permitting passive and active uses compatible with KAFB's mission, and compliant with the terms and conditions of the lease and LaSemilla Master Plan.

- I. **WHEREAS**, Recommendation 2, JLUS § 4.2, is to develop memoranda of understanding to promote efficient and effective coordination between KAFB and stakeholders; and
- J. **WHEREAS**, The Parties wish to enter into this MOU to establish protocols concerning the impact of development and activities occurring within the JLUS Study Area as they may concern or affect either of the Parties; and
- K. **WHEREAS**, the Parties have previously discussed the potential use of State Trust Lands statewide for training activities, to include helicopter landing and drop zone training, the Parties will explore possible agreements that may meet the aforementioned needs of KAFB while fulfilling the mission of the SLO;
- L. **NOW THEREFORE**, the Parties agree as follows:

Section 2. UNDERSTANDINGS

- 1. **Recitals**. The Recitals are incorporated herein.
- 2. **Honoring Existing Plans**. The Parties agree to honor and support the implementation of the Mesa del Sol, La Semilla, and Sandia Science and Technology Park Master Plans and the JLUS, so long as the implementation is consistent with the terms and conditions of the Lease and the Mesa del Sol Level A Plan.
- 3. **Continued Use of Trust Lands to Support Department of Defense Missions**. The Parties will work together to continue promoting opportunities for the use of Trust Lands for the benefit of the State Land Trust and Department of Defense, including but not limited to identifying Trust Lands, both Statewide and within the JLUS Study Area, that may be suitable for leasing for the purpose of helicopter training, landing facilities or other facilities relating to Department of Defense missions.
- 4. **Consultation**. The Parties will advise and consult with one another regarding:
 - A. any proposed change of land use for their respective lands within the JLUS Study Area or on other SLO trust lands encumbered by grants of use to the Air Force, including but not limited to instances where the Commissioner has received or may receive applications for wind energy development on Trust Lands;
 - B. any new DoD missions or changes or additions to missions that might impact the SLO's lands or potential use of said lands throughout the state;
 - C. any SLO actions on Trust Lands potentially impacting DoD flight corridors, training routes, and or bomb and training ranges; and

D. The Party's primary points of contact for at least bi-annual consultation or as otherwise mutually agreed upon are:

1. Primary communication and coordination administrative positions for the State Land Office are:

ISSUE	CONTACT	TELEPHONE
Administration	Commissioner of Public Lands	505-827-5760
Emergency Management	General Counsel	505-827-5713
Planning/Development	Assistant Commissioner for Commercial Resources	505-827-3809
Noise Complaints	Deputy Commissioner	505-827-5866

2. Primary communication and coordination administrative positions for KAFB are:

ISSUE	CONTACT	TELEPHONE
Administration	Base Commander	505-846-7377
Emergency Management	Base Civil Engineer	505-846-7911
Engineering/Infrastructure	Base Civil Engineer	505-846-7911
Noise Complaints	Public Affairs	505-846-5991

Section 3. OTHER PROVISIONS

1. **Term.** This MOU is effective as of the Effective Date and will continue until terminated. This MOU may be terminated by either of the Parties upon delivery of written notice to the other at least ninety (90) days prior to the intended date of termination.
2. **Entire MOU; Amendment.** This MOU constitutes the entire understanding between the Parties. It may not be altered, changed or amended except by an instrument in writing executed by the Parties.
3. **Authority.** This MOU does not alter, limit, or supersede the authority or responsibility of either Party on any matter within the Party's jurisdiction, or require either Party to perform beyond its authority.
4. **Liability.** Neither of the Parties will be responsible for liability incurred as a result of any other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the applicable State and/or Federal Tort Claims Act.
5. **Choice of Law.** State Trust Lands subject to the terms and conditions of said MOU shall be governed by the laws of the State of New Mexico, including but not limited to the Enabling Act of the State of New Mexico, as contained in the Constitution of said State. All federal lands, whether public land or after acquired lands, subject to the terms and conditions of said MOU shall be governed by the statutes and regulations of the United States.

3. In performing this MOU, each Party shall comply with all applicable federal, state and local laws, rules and regulations.
4. This MOU shall not be altered, changed, or amended except by instrument in writing executed by the parties.

Signatories:

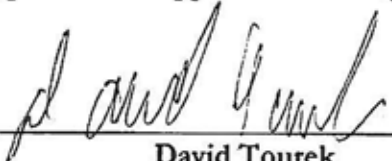
CITY OF ALBUQUERQUE

BY:  DATE: 4/12/13 ID _____
 Name
 Chief Administrative Officer

KIRTLAND AIR FORCE BASE

BY:  DATE: 9 Jul 13
 Name
 KAFB Base Commander

Approved: Approved as to Legal Form:


 David Tourek
 City Attorney

Date 4/17/13

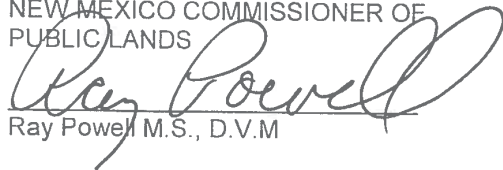
Recommended:

 4/8/13
 Suzanne Lubar Date
 Acting Planning Department Director

6. **Severability.** If any provision of this MOU is found by a court of competent jurisdiction to be illegal, in conflict with any federal statute or regulation, State of New Mexico statute or regulation, or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected so long as the purpose of the MOU is not frustrated.

Agreed to as of the Effective Date by:

NEW MEXICO COMMISSIONER OF
PUBLIC LANDS



Ray Powell M.S., D.V.M

KIRTLAND AIR FORCE BASE



9 JUL 13
JOHN C. KUBINEC, Colonel, USAF

Commander

DRAFT

**MEMORANDUM OF UNDERSTANDING
FOR
MILITARY COORDINATION**

This Memorandum of Understanding (“MOU”) is entered into by and between Cannon Air Force Base, Curry County, Roosevelt County, the City of Portales, and the City of Clovis (collectively referred to as the “Parties”) for the purpose of encouraging compatible land uses and Party coordination in the vicinity of the training areas associated with Cannon Air Force Base and Melrose Air Force Range.

RECITALS

WHEREAS, the Parties to this MOU wish to accommodate Cannon AFB’s mission, protect the quality of life of the surrounding community, and enhance the opportunity for appropriately sited and deliberately planned renewable energy infrastructure within the jurisdictions of the local government parties to this MOU; and

WHEREAS, Cannon AFB, the community, and local jurisdictions have historically cooperated to ensure the sustainability of the ongoing mission of Cannon AFB and the preservation of constitutionally protected property rights; and

WHEREAS, the Parties wish to adopt a Memorandum of Understanding in order to formalize the procedures that guide that cooperation, as recommended by the 2011 JLUS; and

WHEREAS, Cannon Air Force Base and Melrose Air Force Range (together “Cannon AFB”) historically have conducted flight training missions in the region and are anticipated to continue to do so for the foreseeable future; and

WHEREAS, the ongoing presence and operation of Cannon AFB is critical to the nation’s defense and to the common good of Eastern New Mexico; and

WHEREAS, the Parties to this MOU recognize there are numerous land uses in the vicinity of Cannon AFB, including those associated with wind energy facilities; and

WHEREAS, the Parties wish to take certain steps to ensure the continued compatibility between Cannon AFB and land uses occurring in the vicinity of Cannon AFB; and

WHEREAS, it is the intent of the Parties that all land use decision-making powers, lawfully delegated to the local governments by the New Mexico Legislature, be preserved and that nothing herein is intended to diminish or cede those powers to any other entity or Party; and

WHEREAS, it is the intent of the Parties to protect private property rights, as they are defined by New Mexico and federal laws and constitutions; and

DRAFT

WHEREAS, a Joint Land Use Study was completed in March 2011 (the 2011 JLUS), which identified potential incompatible land uses in the vicinity of Cannon Air Force Base and Melrose Air Force Range, including wind energy facilities, and which recommended, among other things, coordination between Cannon AFB and local jurisdictions on development projects within the JLUS study area; and

WHEREAS, the Parties wish to implement the JLUS recommendations related solely to coordination between the community and Cannon AFB; and

WHEREAS, the 2011 JLUS recognized that incompatible land uses within designated training areas, in the vicinity of the base and throughout the region, may impede the mission of Cannon AFB and threaten the safety of base personnel and citizens; and

WHEREAS, the 2011 JLUS recognized that New Mexico is ranked 12th among the 50 states for wind energy potential; and

WHEREAS, lands in eastern New Mexico, including those in the vicinity of Cannon AFB, have a statistically significant potential for wind energy development; and

WHEREAS, the US Air Force has taken deliberate steps in recent years to increase its use of renewable energy, including that generated by wind energy facilities; and

WHEREAS, Cannon AFB supports appropriately-located and sufficiently-mitigated wind energy facilities; and

WHEREAS, according to the Cannon AFB Economic Impact Statement, Cannon AFB generates approximately \$688 million annually from employee payroll, other expenditures, and estimated job creation and which greatly benefits the area's economy; and

WHEREAS, wind energy development also offers the opportunity for significant economic development for the citizens and communities in the vicinity of Cannon AFB; and

WHEREAS, the Parties further recognize, consistent with the recommendations of the 2011 JLUS, that wind energy facilities and related infrastructure, placed within Cannon AFB's flight training areas, may create obstacles to and interference with Cannon AFB's mission and radar capabilities; and

WHEREAS, the 2011 JLUS called for formalizing the coordination mechanisms for ensuring compatible development by and between Cannon AFB and surrounding properties; and

WHEREAS, in 2004, Governor Bill Richardson signed Executive Order No. 2004-046, which recommended "that all political subdivisions and municipalities that adopt land-use plans and enforce zoning regulations ensure that planned development is compatible with military installations, and that they consider the impact of new growth on "Military Value" when preparing zoning ordinances or designating land uses for land adjacent to military facilities or other parcels of land which are in proximity to military installations."

DRAFT

Part I: DEFINITIONS

For purposes of implementing the provisions of this MOU, the terms set forth below shall have the following meanings:

Cannon Air Force Base (or Cannon AFB) means either or both Cannon Air Force Base or Melrose Air Force Range (Melrose AFR).

Cannon AFB Public Outreach Plan means the plan entitled “Military Coordination Public Outreach Plan.”

Potential Incompatible Development means land uses or structures, which, based on their nature and location, may threaten the ongoing mission of Cannon AFB. For purposes of this MOU, Potential Incompatible Development includes structures and uses that:

- a. are two hundred feet (200’) or more in height;
- b. if located in an Accident Potential or Noise Zone, are indicated to be “conditionally compatible” or “unacceptable” in a Clear Zone, APZ 1, APZ 2, or a designated Noise Zone, according to Table 4.1 of the 2011 JLUS; or
- c. if associated with a Wind Energy Facility, have not received a Preliminary Land Use Opinion from Cannon AFB, pursuant to subsection (A)(3) of Part III of the MOU, indicating that the proposed Wind Energy Facility is compatible with base operations and needs.

Increased Military Impacts means sound, vibration, traffic, or other off-base impacts, which are greater than those typically experienced by the community, and which may result from training operations and activities at Cannon AFB over and above those that existed as of the Effective Date of the MOU. “Increased Military Impacts” may result from, among other things, significant increases or changes in personnel or training operations; permanent changes in on-base aircraft; new squadrons; and military or other events held on-base.

Local Government Parties means Curry County, Roosevelt County, the City of Portales, and the City of Clovis.

Local Growth Management Committee means a formal partnership, between the Local Government Parties to this MOU, maintained for the purpose of addressing land use changes at Cannon AFB or in the community that impact the region and for the purpose of promoting compatibility between Cannon AFB and the community.

Preliminary Land Use Opinion means a written opinion from Cannon AFB providing an early, initial determination of the impacts a proposed development may have on military training operations, as provided herein.

Wind Energy Facilities means facilities used to generate, transport, or distribute electricity derived from wind resources; including wind turbines, generators, towers, blades, foundations, base and pad transformers, substations, meteorological

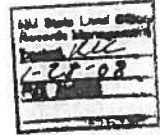
DRAFT

towers, cables, wires, on-and off-site lines, transmission facilities, buildings, and other associated control or conversion equipment.

Written Notice means an electronic or hardcopy communication by and between Points of Contact as provided in the MOU.

COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE

EASEMENT LIMITING SURFACE USE -
LAND USE RESTRICTION OR CONDITION
("EASEMENT")



STATE LAND OFFICE LURC NO. 10-07

This Easement is hereby granted by the Commissioner of Public Lands for the State of New Mexico (the "Commissioner"), trustee for the State of New Mexico (the "State") under the Act of June 20, 1910, 36 stat. 557, ch. 310 (the "Enabling Act") (the "Trust") to the United States of America (the "United States"), effective as of September 30, 2007.

1. Background and Purpose of Easement. The United States has asked the Commissioner to issue an easement that would limit or restrict the use of the state trust land described below (the "Land") to facilitate use of nearby land owned by the United States (the "Benefited Land") that is managed and controlled by the Department of Defense and used to quarter or train military personnel, including without limitation conducting life-fire training exercises and maneuvers, and to operate, store, test, repair and maintain military equipment (collectively, the "military purposes"). Subject to the terms and conditions set forth herein, the Commissioner has agreed to issue such an easement.

2. Land. The Land covered by this Easement is:

See Exhibit "A" attached hereto and incorporated herein (the "Land").

3. Benefited Land. The land owned by the United States that is benefited by this Easement is:

See Exhibit "B" attached hereto and incorporated herein (the "Benefited Land")

4. Consideration. The Consideration for this Easement is: Three Hundred Eighty-Nine Thousand Dollars (\$389,000.00) (the "Consideration"). The Consideration for this Easement shall be earned in full upon payment by the United States and the Commissioner granting the easement provided for herein. Should the Easement be surrendered or terminated as herein provided for, the United States acknowledges that it shall not be entitled to a refund of the Consideration or any part thereof, regardless of when such surrender or termination shall occur.

5. Term; Acquisition of the Land. The term of this Easement shall be: For seventy-five (75) years (the "Term"); provided however that the Easement shall be sooner terminated if management and control of the Benefited Land is transferred from the Department of Defense to another department or agency of the United States (such other departments or agencies collectively being a "federal entity") or if the Benefited Land is not used for military purposes for a period of twenty-four (24) consecutive months. At any time during the Term, the United States may acquire the Land, or an interest therein, in accordance with applicable federal and state law.

6. Prohibited Uses. For so long as this Easement is in effect, the Commissioner shall not allow the Land to be used for the following purposes:

A. Residential and Medical Care Facilities – any residential, hospital, or extended care use, including without limitation, single family, multifamily, mobile home, residential hotel, correction facility, retirement home or center, intermediate care facility, nursing center, or other extended treatment or care facility, and offices and facilities used to provide medical and health care services, including without limitation, doctors', dentists', and clinical psychologists' offices, and physical and occupational therapy centers.

B. Educational, Child or Adult Day Care Facilities, and Libraries – any educational or child care use, including without limitation, elementary, intermediate and high schools, colleges, trade schools, preschools, day care centers, whether for children or adults, and libraries.

C. Outdoor Amphitheatres and Entertainment Venues – any outdoor amphitheater or similar entertainment facility.

D. Formal Dining or Table Service Restaurants – any restaurant in which patrons are served at a table by restaurant wait staff.

7. Restricted Uses. For so long as this Easement is in effect, the Land may be used for the purposes set forth below, subject to the limitations set forth herein and further subject to the requirement that the Commissioner shall consult with the United States to determine whether a proposed use is compatible with the purposes for which this Easement is granted and to determine what limitations on a proposed use may be required so that the use will not interfere with the purposes of this Easement. If, after good faith consultation to develop acceptable restrictions on the use of the land, the United States determines that the proposed use will not be compatible with the purposes for which this Easement was granted, the specific proposed activity shall be considered a "Prohibited Use" as is provided for above; provided, however, that such a determination shall not prejudice future proposals for similar activities, which proposals will be evaluated on a case by case basis.

A. Office Buildings, Commercial/Wholesale/Warehouse/Distribution Facilities, and Manufacturing Facilities – any building or structure used for offices, or for commercial, wholesale, warehouse, distribution purposes or for manufacturing or food processing, including without limitation, office buildings of any type, research and development facilities, laboratories, equipment testing facilities, and manufacturing facilities; provided, however, that uses involving vibration-sensitive activities may be incompatible with the purposes of this Easement and may be classified as a Prohibited Use.

B. Retail, Casual Dining or Restaurants, and Entertainment Facilities – including without limitation, building used for retail purposes, shopping centers, casual or "fastfood" restaurants in which patrons are not served at a table by restaurant wait staff, movie theaters, concert halls, and indoor arenas.

C. Religious or Worship Facilities – any facility constructed or used for religious or worship purposes, including facilities constructed for other purposes such as those listed under Paragraph 7(A) (Office Buildings, Commercial/Wholesale/Warehouse and Distribution Facilities, and Manufacturing Facilities) which may be used for religious or worship purposes.

D. Transient Lodging – any hotel, motel, campground, recreational vehicle park or other building, structure or area used for short term or transient lodging.

E. Cemeteries, Parks and Recreational Facilities – any cemetery, outdoor amusement parks, water parks, neighborhood, regional, local government or state park or recreational fields, golf course, or facility for outdoor spectator sports..

F. Animal Husbandry and Wildlife Preserves – except as provided in Paragraph 8(D) (Grazing), any facility for animal husbandry, stock feeding or stock yards, or wildlife preserves; provided however, that raising, feeding, quartering or otherwise keeping some species of animals within the Land may be incompatible with the purposes of this Easement.

G. Any proposed use that may potentially cause the United States to restrict or limit training, maneuver, or testing, activities on the Benefited Land, in particular at night, or that could result in the United States being required to mitigate the sound caused by said activities.

H. Upon receiving a request to lease or otherwise use the Land or a portion thereof for a Restricted Use, the Commissioner shall forward the request to the United States in accordance with the procedures set forth in Paragraph 12 (Notices) for its concurrence with the proposed use. Within thirty (30) days after receipt of the request proposing a particular use, the United States shall provide the Commissioner its: (1) written concurrence with the proposed use, in which case the Commissioner shall be free to move forward with a determination to enter a lease or other agreement allowing such use; (2) written objection to the proposed use, in which case the specific proposal submitted shall be considered a Prohibited Use; or (3) propose good faith consultation to develop acceptable restrictions on the proposal submitted; provided however, that if the United States does not thereafter agree to the specific use proposed with restrictions, such specific proposal shall be considered a Prohibited Use. The United States acknowledges that, in light of the Commissioner's duties as trustee of the Land under the Enabling Act and New Mexico law, the consultations provided for herein shall be conducted in an expeditious matter in order that the Commissioner may respond to proposals to lease or otherwise use the Land in a timely manner.

8. Unrestricted Uses. For so long as this Easement is in effect, the Land may be used for the following uses, without limitation;

A. Extractive Uses – any facilities for mining, extracting or otherwise exploring for, producing, extracting and processing water, geothermal resources, and minerals, including without limitation oil and gas, sand, gravel, rock for any use, including without limitation, sand, gravel, and rock pits, quarries and processing facilities, oil and gas exploration and production wells, gathering tanks, and pipelines.

B. Utility Power Generation, Refineries, Rights of Way – any electric generation plants, natural gas distribution facilities, oil refineries, and right of way for utilities, and public and private thoroughfares.

C. Agricultural or Plant Raising – farming or raising crops or plants, including without limitation, row crops, orchards, and plant nurseries.

D. Grazing – notwithstanding Paragraph 8(F) (Animal Husbandry and Wildlife Preserves), grazing or foraging of livestock, including without limitation, cattle, sheep, horses, goats, or other domesticated animals, for commercial or private purposes

9. Easement Subject to Existing Encumbrances. This Easement is subject to the following existing leases, rights-of-way, permits, agreements or other encumbrances (collectively, the “encumbrances”) as shown on the records of the State Land Office, that effect the Land:

See Exhibit “C” attached hereto and incorporated herein

10. Surrender or Termination of Easement; Exchange of Land.

A. Surrender by the United States. The United States may surrender this Easement as to all of the Land or a portion thereof and terminate its rights hereunder by providing the Commissioner not less than sixty (60) days written notice that it will surrender the Easement as of a date specified in its written notice. The written notice shall be accompanied by three (3) originals of a document, in recordable form and duly executed by an authorized representative(s) of the United States, stating that the United States is surrendering its rights under this Easement as of the date specified in its written notice and setting forth the legal description in accordance with the public land survey system (i.e., aliquot part, section, township and range) of the Land or that portion thereof on which the Easement is being surrendered. The easement shall thereafter terminate as of the date specified by the United States without further action being required by either Party and the Commissioner shall file the document surrendering the easement for record in the records of the State Land Office and in the records of any county in which all or a portion of the Land is located.

B. Termination by the Commissioner. Should the Commissioner have reason to believe that the United States has transferred management and control of the Benefited Land to a federal entity other than the Department of Defense or that the United States has ceased to use the Land for military purposes for a period of twenty-four (24) consecutive months, the Commissioner shall give the United States written notice of his intent to cancel this easement as of a specified date and this Easement shall thereafter be canceled in accordance with such written notice unless prior to the expiration of the notice period the United States has provided satisfactory evidence that it has not transferred management and control of the Benefited Land to federal entity other than the Department of Defense or that it has not ceased to use the Benefited Land for military purposes for a period of twenty four (24) consecutive months.

C. Exchange of Land. At any time during the term of this Easement, the United States may propose to the Commissioner that he exchange the Land subject to this

Easement for land owned by the United States located within the State of New Mexico having equal or greater value. Any exchange of land shall be entirely voluntary and subject to the discretion of both Parties. The values of the land to be exchanged shall be determined in accordance with applicable federal and state law as of the date that the Parties enter an agreement to exchange land. Any such exchange shall be completed in accordance with applicable federal and state law. Upon the completion of any such exchange, this Easement shall be terminated.

11. Amendment to Expand the Land Subject to the Easement. During the term of this Easement, the United States may ask the Commissioner to expand the Land subject to the Easement. The United States shall submit a written proposal for such expansion in accordance with the procedures set forth under Paragraph 12 (Notices) describing the land it is seeking to have included in the Easement, together with any information supporting such proposal. In addition, if the United States wishes to modify the Prohibited, Restricted, or Unrestricted Uses as would be allowed for such additional land, the United States shall submit information supporting such modification with its proposal to expand the Land subject to the Easement. The Commissioner shall review such proposal and establish the additional consideration for the additional land to be subject to the Easement and shall provide the United States reasonable documentation supporting the amount of such additional consideration.

12. Notices. Any notice required to be given to either Party by this Easement or necessary for its performance shall be in writing and shall be delivered in person, by courier service, or by certified U.S. Mail, return receipt requested. Such notice shall be deemed to be delivered when delivered to the designated representatives of the other Party and signature of a delivery receipt. All notices shall be addressed as follows:

To the Commissioner:
Patrick H. Lyons, Commissioner of Public Lands
State Land Office
Mail: P. O. Box 1148, Santa Fe, NM 87504-1148
Courier: 310 Old Santa Fe Trail, Santa Fe, NM 87501

With additional copies separately addressed and delivered to the attention of the Commercial Division and to the Office of the General Counsel at the above address.

For purposes of accepting this Easement, such acceptance can Faxed to:
Office of the General Counsel
Attention: Chris Schatzman
505-827-4262

To the United States:

FORT BLISS, TX

Director of Environment
1733 Pleasanton Rd.
Bldg. 624

Fort Bliss, TX 79916

Phone: 915-568-2774

FAX # 915-568-3548

E-mail: vicki.g.hamilton@us.army.mil

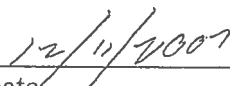
CORPS OF ENGINEERS

Chief, Real Estate Division
US Army, Corps of Engineers
PO Box 17300
Fort Worth, TX 76102-0300

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS



PATRICK H. LYONS



Date

[SEAL]

EXHIBIT "A"
DESCRIPTION OF STATE TRUST LAND SUBJECT TO EASMENT
(the "Land")

Township 26 South, Range 5 East
Section 2 – All
Section 3 – All
Section 4 – All

EXHIBIT "B"
DESCRIPTION LAND OF THE UNITED STATES OF AMERICA
BENEFITED BY EASEMENT
(the "Benefited Land")

Township 24 South, Range 4 East
Sections 1 through 36 - All

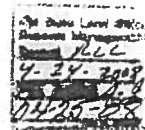
Township 24 South, Range 5 East
Sections 1 through 36 - All

Township 25 South, Range 4 East
Sections 1 through 36 - All

Township 25 South, Range 5 East
Sections 1 through 36 - All

COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE
STATE OF NEW MEXICO

EASEMENT LIMITING SURFACE USE -
LAND USE RESTRICTION OR CONDITION
("EASEMENT")
AMENDMENT NO. 1
("Amendment No. 1")



STATE LAND OFFICE LURC NO. 10-07

This Amendment No. 1 to the Easement is hereby granted by the Commissioner of Public Lands for the State of New Mexico (the "Commissioner"), trustee for the State of New Mexico (the "State") under the Act of June 20, 1910, Pub. L. No. 61-219, 36 stat. 557, ch. 310 (the "Enabling Act") (the "Trust") to the United States of America (the "United States"), effective as of April 7, 2008.

Pursuant to the terms of that certain Amendment No. 1 to the Offer to Sell and Agreement to Purchase Easement, effective September 27, 2007, entered into by the Commissioner and the United States, and to Paragraph 11 (Amendment to Expand the Land Subject to the Easement) of the Easement, which was effective as of September 30, 2007, the Commissioner hereby AMENDS the Easement as follows:

Paragraph 4 (Consideration) is amended to substitute as the amount of the Consideration set forth therein the amount of One Million One Hundred Seventy-Three Thousand Five Hundred and Forty Dollars (\$1,173,540.00), increasing the amount of the Consideration by Seven Hundred Eighty-Four Thousand Five Hundred and Forty Dollars (\$784,540.00). Other than the amount of the Consideration, the remainder of Paragraph 4 is not amended by this Amendment No. 1 and shall continue to read as it now appears in the Easement.

Exhibits "A" (Description of State Trust Land Subject to Easement), and "B" (Description Land of the United States of America Benefited by Easement) are amended in their entirety, substituting therefore the Amended Exhibits "A" and "B" attached hereto.

Exhibit "C" (List of Encumbrances of State Trust Land described in Exhibit "A") is amended to add thereto the Supplement Title Search No. TBSS-766-S-1 attached hereto, which supplements the title search to describe the additional state trust land being added to those that are subject to the Easement.

All terms, covenants, and conditions contained in the Easement not expressly amended herein shall remain in full force and effect. This Amendment No. 1 shall not become effective unless and until executed by the Commissioner and shall be effective as of the date of said execution.

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS

Patrick H. Lyons
PATRICK H. LYONS

4-7-08
Date



AMENDED
EXHIBIT "A"
STATE TRUST LANDS LEGAL DESCRIPTION
(the "Land")

Township 26 South, Range 4 East

- Section 1 – N $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 2 – All
- Section 12 - SW $\frac{1}{4}$ SW $\frac{1}{4}$

Township 26 South, Range 5 East

- Section 1 – All
- Section 2 – All
- Section 3 – All
- Section 4 – All
- Section 9 – E $\frac{1}{2}$

Township 26 South, Range 6 East

- Section 5 – All
- Section 6 – All
- Section 7 – Lot 1, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

AMENDED
EXHIBIT "B"
DESCRIPTION LAND OF THE UNITED STATES OF AMERICA
BENEFITED BY EASEMENT
(the "Benefited Land")

Township 24 South, Range 4 East
Sections 1 through 36 - All

Township 24 South, Range 5 East
Sections 1 through 36 - All

Township 24 South, Range 6 East
Sections 1 through 36 - All

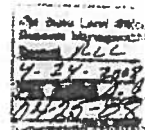
Township 25 South, Range 4 East
Sections 1 through 36 - All

Township 25 South, Range 5 East
Sections 1 through 36 - All

Township 25 South, Range 6 East
Sections 1 through 36 - All

COMMISSIONER OF PUBLIC LANDS
NEW MEXICO STATE LAND OFFICE
STATE OF NEW MEXICO

EASEMENT LIMITING SURFACE USE -
LAND USE RESTRICTION OR CONDITION
("EASEMENT")
AMENDMENT NO. 1
("Amendment No. 1")



STATE LAND OFFICE LURC NO. 10-07

This Amendment No. 1 to the Easement is hereby granted by the Commissioner of Public Lands for the State of New Mexico (the "Commissioner"), trustee for the State of New Mexico (the "State") under the Act of June 20, 1910, Pub. L. No. 61-219, 36 stat. 557, ch. 310 (the "Enabling Act") (the "Trust") to the United States of America (the "United States"), effective as of April 7, 2008.

Pursuant to the terms of that certain Amendment No. 1 to the Offer to Sell and Agreement to Purchase Easement, effective September 27, 2007, entered into by the Commissioner and the United States, and to Paragraph 11 (Amendment to Expand the Land Subject to the Easement) of the Easement, which was effective as of September 30, 2007, the Commissioner hereby AMENDS the Easement as follows:

Paragraph 4 (Consideration) is amended to substitute as the amount of the Consideration set forth therein the amount of One Million One Hundred Seventy-Three Thousand Five Hundred and Forty Dollars (\$1,173,540.00), increasing the amount of the Consideration by Seven Hundred Eighty-Four Thousand Five Hundred and Forty Dollars (\$784,540.00). Other than the amount of the Consideration, the remainder of Paragraph 4 is not amended by this Amendment No. 1 and shall continue to read as it now appears in the Easement.

Exhibits "A" (Description of State Trust Land Subject to Easement), and "B" (Description Land of the United States of America Benefited by Easement) are amended in their entirety, substituting therefore the Amended Exhibits "A" and "B" attached hereto.

Exhibit "C" (List of Encumbrances of State Trust Land described in Exhibit "A") is amended to add thereto the Supplement Title Search No. TBSS-766-S-1 attached hereto, which supplements the title search to describe the additional state trust land being added to those that are subject to the Easement.

All terms, covenants, and conditions contained in the Easement not expressly amended herein shall remain in full force and effect. This Amendment No. 1 shall not become effective unless and until executed by the Commissioner and shall be effective as of the date of said execution.

STATE OF NEW MEXICO
COMMISSIONER OF PUBLIC LANDS

Patrick H. Lyons
PATRICK H. LYONS

4-7-08
Date



AMENDED
EXHIBIT "A"
STATE TRUST LANDS LEGAL DESCRIPTION
(the "Land")

Township 26 South, Range 4 East

- Section 1 – N $\frac{1}{2}$ NW $\frac{1}{4}$
- Section 2 – All
- Section 12 - SW $\frac{1}{4}$ SW $\frac{1}{4}$

Township 26 South, Range 5 East

- Section 1 – All
- Section 2 – All
- Section 3 – All
- Section 4 – All
- Section 9 – E $\frac{1}{2}$

Township 26 South, Range 6 East

- Section 5 – All
- Section 6 – All
- Section 7 – Lot 1, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

AMENDED
EXHIBIT "B"
DESCRIPTION LAND OF THE UNITED STATES OF AMERICA
BENEFITED BY EASEMENT
(the "Benefited Land")

Township 24 South, Range 4 East
Sections 1 through 36 - All

Township 24 South, Range 5 East
Sections 1 through 36 - All

Township 24 South, Range 6 East
Sections 1 through 36 - All

Township 25 South, Range 4 East
Sections 1 through 36 - All

Township 25 South, Range 5 East
Sections 1 through 36 - All

Township 25 South, Range 6 East
Sections 1 through 36 - All