

Re Recorded

STATE OF COLORADO # 76399  
ARCHULETA COUNTY

INDEXED 76046

I hereby certify that this instrument was filed  
for Record in my office at 3:40 o'clock P.M.

STATE OF COLORADO  
ARCHULETA COUNTY  
I hereby certify that this instrument was filed  
for Record in my office at 3:28 o'clock P.M.

DECLARATION OF PROTECTIVE COVENANTS

SEP 7 19 72 recorded in Book 129 Page 250-251

July 5 1972 recorded in Book 129 Page 433-435

Felina Gardner  
Recorder PAGOSSA PINES - UNIT NO. 3  
PAGOSSA SPRINGS, COLORADO

FELINA GARDNER  
Recorder

KNOW ALL MEN BY THESE PRESENTS:

That Greater Colorado Corp., a Colorado corporation, duly qualified to do business in the State of Colorado, being the owners of Lots 19 through 49, and Tracts numbered one (1) through three (3), Pagosa Pines, Unit Three, a subdivision located in the W-1/2 of Section 32, and the E-1/2 of Section 31, T35N, R1W, N.M.P.M. Archuleta County, Colorado, a plat of which was duly recorded in the Office of the Archuleta County Clerk and Recorder under Rec. No. 76045 on July 5, 1972, and desiring to establish the nature of the use and enjoyment thereof does hereby declare said property hereinabove described subject to the following express covenants, stipulations and restrictions, to-wit:

1. All lots numbered nineteen (19) through forty-nine (49), inclusive, shall be designated as residential lots. Tracts numbered one (1) through three (3), inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.
2. On all residential lots, no buildings shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than three (3) cars and a detached single-family guest house for the convenience of the owner and not for rental purposes.
3. No building shall be located on any building site less than twenty (20) feet from the front lot line, nor less than twenty (20) feet from any side lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.
4. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer or travel trailers shall be permitted to remain upon any lot for more than seven (7) months of each year.
5. A perpetual easement for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines and television cable, sewer lines and water lines, is reserved and declared over and through the road and streets within this subdivision, together with an easement being ten (10) feet in width adjacent to and parallel with all side and rear lots, together with the rights to trim interfering trees and brush, together with perpetual rights of ingress and egress for installation, maintenance and replacement of such lines. A 10' (ten-foot) easement is also reserved for the maintenance of existing irrigation ditches and right-of-way easements for said ditches. Said easements and rights shall be utilized in a reasonable and prudent manner.
6. All sewage disposal must be in accordance with the requirements of the San Juan Basin Health Unit and the Colorado State Department of Health and any sewage disposal unit shall be installed to serve each dwelling. The effluent shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it is approved by the health authority.

BOOK 128 PAGE 433  
BOOK 129 PAGE 250

Book

7. It is hereby covenanted and agreed by the developer, its heirs, successors and assigns, that in the event that proper authorities of the County of Archuleta shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of individual sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than six hundred (600) square feet, except that in the case of one and one-half (1-1/2) and two (2) story structures, the minimum ground floor area shall be five hundred (500) square feet, provided a garage of harmonious design is attached thereto, and that minor variations in area may be made with the approval of the Architectural Control Committee.

9. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage, trash, unattractive or objectional objects, the Developers, at their discretion, may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lots. Recording of a notice of such charges in the office of the Archuleta County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until released of record.

10. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than five (5) acres unless central sewage disposal is provided or as may be approved by the San Juan Basin Health Unit.

11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and in compliance with Archuleta County regulations and must be attended so as to guarantee a minimum of smoking and smouldering.

12. No solid wall or fence over three (3) feet in height shall be erected or maintained nearer than twenty (20) feet to the front street line of any lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No wire fence shall be constructed other than woven wire fence. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.

13. No animals, livestock or poultry of any kind, except horses and/or cattle shall be raised, bred or kept on any residential lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No store or public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon any said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on or from any residential structure on said lots.

14. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (and conveyed) Greater Colorado Corp., a Colorado Corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.

76046 INDEXED

-2-

BOOK 128 PAGE 434

76399 BOOK 129 PAGE 25

15. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw are kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State regulations and/or general cleanliness requirements.

16. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.

17. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.

19. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

20. Invalidation of any one of the covenants and restrictions herebefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph eighteen (18) hereof.

IN WITNESS WHEREOF, GREATER COLORADO CORP., a Colorado Corporation, has hereunto caused the corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of the duly authorized officer, this 1st day of June, 1972.

GREATER COLORADO CORP.

Mildred R. Tucker  
Secretary

By Richard C. Tucker  
President

STATE OF )  
County of ) ss.

Before me this 1st day of June, 1972, personally appeared Richard C. Tucker, and MILDRED R. TUCKER, who acknowledged themselves to be the President and Secretary respectively, of GREATER COLORADO CORP., a Colorado corporation, and that as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

My Commission Expires:  
My Commission Expires Aug. 7, 1975

Catherine E. Cantrell  
Notary Public

76016 111111  
BOOK 128 PAGE 4251  
76399 BOOK 129 PAGE 252

RECORDER'S STAMP

12-23-69  
725

THIS DEED, Made this 1st day of December, 1969, between RUTH ADAMS of the County of Archuleta and State of Colorado, of the first part, and DESERT REALTY, INC. a corporation organized and existing under and by virtue of the laws of the State of Arizona, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and sufficient consideration to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lots or parcel of land, situate, lying and being in the County of Archuleta and State of Colorado, to wit: As described in Exhibit "A" attached hereto and made a part hereof by reference.

Reserving unto grantor herein, her heirs and assigns forever, an undivided one-half interest in and to all oil, gas and other minerals vested in grantor as of the date of this conveyance and conveying the remaining one-half interest in said oil, gas and other minerals to grantee, its successors and assigns.

This conveyance is subject to all reservations contained in the United States patents and to all easements and rights of way of record and/or established by use, including easements and rights of way for public and private roads, ditches, telephone, telegraph and power lines.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

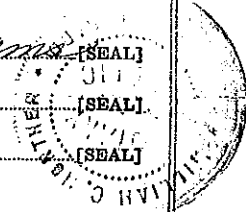
TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said party of the first part, for her self, her heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except taxes for the year 1970 and subsequent years which grantee assumes and agrees to pay and except oil and gas leases of record,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Ruth Adams [SEAL]  
Ruth Adams



STATE OF COLORADO  
County of La Plata

The foregoing instrument was acknowledged before me this 1st day of December 1969, by Ruth Adams.

My commission expires February 17, 1971.

WITNESS my hand and official seal.

[Signature]  
Notary Public.

EXHIBIT "A"Archuleta County, Colorado

A tract of land lying and being in the East Half ( $E\frac{1}{2}$ ) of Section Thirty-one (31), and the West Half ( $W\frac{1}{2}$ ) of Section Thirty-two (32), Township Thirty-five (35) North, Range One (1) West, N. M. P. M., and in the West Half ( $W\frac{1}{2}$ ) of Section Five (5), Township Thirty-four (34) North, Range One (1) West, N. M. P. M., Archuleta County, Colorado, and being more particularly described as follows, to-wit:

Beginning at a point whence the SW Corner of said Section 32, Township 35 North, Range 1 West, N. M. P. M., bears S.  $19^{\circ}30'$  W., 3901.97 feet: Thence running from said point of beginning S.  $83^{\circ}16'$  E., 751.70 feet; thence running North, 1856.80 feet, more or less, to the north boundary line of said Section 32; thence running along said north boundary line of Section 32, N.  $84^{\circ}38'$  E., 576.25 feet, more or less, to the  $N\frac{1}{4}$  Corner of said Section 32; thence running along the east boundary line of the said  $W\frac{1}{2}$  of Section 32, S.  $0^{\circ}04'$  E., 5503.81 feet, more or less, to the  $S\frac{1}{4}$  Corner of said Section 32; thence running along the east boundary line of the said  $W\frac{1}{2}$  of Section 5, S.  $9^{\circ}45'$  W., 2700.84 feet, more or less, to the SE Corner of the  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of said Section 5; thence running along the south boundary line of the said  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of Section 5, N.  $87^{\circ}24'$  W., 1483.19 feet, more or less, to the SW Corner of the  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of Section 5; thence running along the west boundary line of the said  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of Section 5, N.  $4^{\circ}30'$  E., 630.97 feet, more or less, to the NW Corner of the said  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ ; thence running N.  $86^{\circ}24'$  W., 656.47 feet, more or less, to the east right of way line of State Highway No. 84; thence running along said east right of way line of State Highway No. 84, N.  $19^{\circ}29'$  W., 113.01 feet; thence running along the east right of way line of the old State Highway No. 84, N.  $0^{\circ}17'$  W., 1380.54 feet; thence running along the east right of way line of the old State Highway No. 84, N.  $13^{\circ}22'$  W., 357.99 feet; thence running N.  $23^{\circ}00'$  E., 99.96 feet, more or less, to the SE Corner of said Section 31; thence running along the south boundary line of said Section 31, N.  $89^{\circ}55'$  W., 270.1 feet, more or less, to the east right of way line of said State Highway No. 84; thence running along said east right of way line of State Highway No. 84, N.  $8^{\circ}44'$  W., 1324.52 feet; thence running East, 325.65 feet; thence running N.  $0^{\circ}04'$  W., 918.06 feet; thence running North, 1618.12 feet; thence running S.  $83^{\circ}16'$  E., 1459.55 feet, more or less, to the point of beginning, containing 399.5 acres, more or less.

Together with all improvements thereon situate and together with all ditch and ditch rights, water and water rights, thereunto belonging or in anywise appertaining, including 12 shares of Class A stock in the Echo Ditch Company and 5 shares of Class B stock in the Echo Ditch Company, and together with all ditch and ditch rights thereby represented.

Ruth Adams  
Ruth Adams

STATE OF COLORADO  
ARCHULETA COUNTY

76099

I hereby certify that this instrument was filed  
for Record in my office at 3:40 o'clock P.M.  
July 5, 1972, and is duly  
recorded in Book 129 Page 250-252  
PACOSA SPRINGS, COLORADO  
FELIMA GARDNER *J. Gardner*

INDEXED

76016

STATE OF COLORADO  
ARCHULETA COUNTY

I hereby certify that this instrument was filed  
for Record in my office at 3:29 o'clock P.M.  
July 5, 1972 and is duly  
recorded in Book 129 Page 433-435  
FELIMA GARDNER *J. Gardner*  
Recorder

KNOW ALL MEN BY THESE PRESENTS:

That Greater Colorado Corp., a Colorado corporation, duly qualified to do business in the State of Colorado, being the owners of Lots 19 through 49, and Tracts numbered one (1) through three (3), Pagosa Pines, Unit Three, a subdivision located in the W-1/2 of Section 32, and the E-1/2 of Section 31, T35N, R1W, N.M.P.M. Archuleta County, Colorado, a plat of which was duly recorded in the Office of the Archuleta County Clerk and Recorder under Rec. No. 76045 on July 5, 1972, and desiring to establish the nature of the use and enjoyment thereof does hereby declare said property hereinabove described subject to the following express covenants, stipulations and restrictions, to-wit:

1. All lots numbered nineteen (19) through forty-nine (49), inclusive, shall be designated as residential lots. Tracts numbered one (1) through three (3), inclusive, shall be designated as commercial tracts and may be used as commercial or residential lots.

2. On all residential lots, no buildings shall be erected, altered, or placed, or permitted to remain on any lot other than one (1) single-family dwelling and private garage, attached or detached, for not more than three (3) cars and a detached single-family guest house for the convenience of the owner and not for rental purposes.

3. No building shall be located on any building site less than twenty (20) feet from the front lot line, nor less than twenty (20) feet from any side lot line. Provided, however, no structures may be placed or erected in any easement shown on the plat. If the setbacks, because of large trees or terrain, create an excessive hardship, an appeal to the Architectural Control Committee can be made for a variance. However, the decision of the Committee is final.

4. No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer or travel trailers shall be permitted to remain upon any lot for more than seven (7) months of each year.

5. A perpetual easement for the installation and maintenance of utilities and drainage facilities, including, but not limited to, electric lines, gas lines, telephone lines and television cable, sewer lines and water lines, is reserved and dedicated over and through the road and streets within this subdivision, together with an easement being ten (10) feet in width adjacent to and parallel with all side and rear lots, together with the rights to trim interfering trees and brush, together with perpetual rights of ingress and egress for installation, maintenance and replacement of such lines. A 10' (ten-foot) easement is also reserved for the maintenance of existing irrigation ditches and right-of-way easements for said ditches. Said easements and rights shall be utilized in a reasonable and prudent manner.

6. All sewage disposal must be in accordance with the requirements of the San Juan Basin Health Unit and the Colorado State Department of Health and any sewage disposal unit shall be installed to serve each dwelling. The effluent shall not be permitted to discharge into a stream, storm sewer, open ditch or drain, unless it is approved by the health authority.

BOOK 128 PAGE 438  
76399 BOOK 129 PAGE 252

7. It is hereby covenanted and agreed by the developer, its heirs, successors and assigns, that in the event that proper authorities of the County of Archuleta shall determine that the surface and sub-surface water in the area is becoming contaminated by the use of individual sewage disposal systems in the area, the owner of the properties in the subdivision shall install, at their own expense, a commercial or private sewage disposal system. This is a covenant running with the land.

8. All structures shall be of new material of first-class workmanship and be constructed in such a manner as to protect the natural growth and other conditions of each lot such as trees, shrubs, streams and natural setting shall be preserved and remain as nearly as possible in the natural state. The ground-floor area of the main structure, exclusive of open porches and garages, shall be not less than six hundred (600) square feet, except that in the case of one and one-half (1-1/2) and two (2) story structures, the minimum ground floor area shall be five hundred (500) square feet, provided a garage of harmonious design is attached thereto, and that minor variations in area may be made with the approval of the Architectural Control Committee.

9. The owners of all lots shall keep the same clean of all debris, garbage and trash at all times and if any owners fail to keep their lots cleaned of such debris, garbage, trash, unattractive or objectional objects, the Developers, at their discretion, may cause the same to be cleaned, if necessary, and charge the cost of same to the owner of such lots. Recording of a notice of such charges in the office of the Archuleta County Clerk and Recorder shall constitute a lien against said lot, which lien shall continue until released of record.

10. No lot may be further subdivided if the result would be to create a lot or tract of land smaller than five (5) acres unless central sewage disposal is provided or as may be approved by the San Juan Basin Health Unit.

11. All outside fires, whether for cooking, camping, trash burning and any other purpose, shall be considered as hostile and dangerous and are, for the safety of the owners and neighbors, not permitted unless confined to a well-built or protected area such as a fireplace or fire pit and in compliance with Archuleta County regulations and must be attended so as to guarantee a minimum of smoking and smouldering.

12. No solid wall or fence over three (3) feet in height shall be erected or maintained nearer than twenty (20) feet to the front street line of any lot. No side or rear fence, and no side or rear wall, other than the wall of the building constructed on any of said lots, shall be more than six (6) feet in height. No wire fence shall be constructed other than woven wire fence. No "For Sale" signs or advertising signs of any nature shall be erected or displayed on such lots without prior written approval of the Developer, said approval shall be required until 75% of all lots have been sold. Also the Developer shall act as Architectural Control Committee until such time as 75% of all lots have been sold.

13. No animals, livestock or poultry of any kind, except horses and/or cattle shall be raised, bred or kept on any residential lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No store or public office, and no hospital, sanitarium, or other place for the care or treatment of the sick, physically or mentally disabled, except a doctor's office in his home, nor any theater, saloon, or other place of entertainment, shall ever be erected or permitted upon any said residential lots or any part thereof. No business of any kind or character whatsoever of any other type, shall be conducted, in, on or from any residential structure on said lots.

14. Notwithstanding anything to the contrary herein stated, and until 75% of the said lots have been sold (and conveyed) Greater Colorado Corp., a Colorado Corporation, may cause the within restrictions and covenants to be altered, deleted or otherwise changed.

76046 INDEXED

-2-

BOOK 128 PAGE 434

76099

129

251

15. All lots will allow a buyer to have horse privileges, provided that normal sanitary and fencing conditions must be maintained, and provided that not more than four (4) horses or six (6) cattle and ten (10) bales of hay or straw are kept on any one lot and that the horses or cattle are confined to the rear portion of the lot. Any animal wastes must be disposed of in accordance with County and State regulations and/or general cleanliness requirements.

16. There shall be no indiscriminate use of firearms anywhere on the subdivision. This requirement is necessary because of the hazards natural to this type of terrain.

17. Failure to enforce any of the restrictions, rights, reservations and limitations contained herein shall not in any event be construed to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

18. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator.

19. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said lots or part thereof until ten (10) years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

20. Invalidity of any one of the covenants and restrictions herebefore set forth by judgment or court order shall in no wise affect any of the other provisions thereof which shall remain in full force and effect until ten (10) years from the date hereof subject to automatic extensions as provided in paragraph nineteen (19) hereof.

IN WITNESS WHEREOF, GREATER COLORADO CORP., a Colorado Corporation, has hereunto caused the corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of the duly authorized officer, this 1st day of June, 1972.

GREATER COLORADO CORP.

ATTEST:

Mildred R. Tucker  
Secretary

By Richard C. Tucker  
President

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

Before me this 1st day of June, 1972, personally appeared Richard C. Tucker, and Mildred R. Tucker, who acknowledged themselves to be the President and Secretary respectively, of GREATER COLORADO CORP., a Colorado corporation, and that as such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by themselves as such officers.

My Commission Expires: \_\_\_\_\_

William E. Cantrell  
Notary Public

BOOK 128 PAGE 425  
BOOK 129 PAGE 250



Recorded at 11:45 o'clock A.M. Dec. 23, 1969  
Reception No. 72811 *Jelina Gardner J.J.* Recorder.

RECORDER'S STAMP

12-23-69  
7:25

THIS DEED, Made this 1st day of December 1969, between RUTH ADAMS of the County of Archuleta and State of Colorado, of the first part, and DESERT REALTY, INC. a corporation organized and existing under and by virtue of the laws of the State of Arizona of the second part:

WITNESEETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and sufficient consideration ~~TEN DOLLARS~~ to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described lots or parcels of land, situate, lying and being in the County of Archuleta and State of Colorado, to wit:

As described in Exhibit "A" attached hereto and made a part hereof by reference

Reserving unto grantor herein, her heirs and assigns forever, an undivided one-half interest in and to all oil, gas and other minerals vested in grantor as of the date of this conveyance and conveying the remaining one-half interest in said oil, gas and other minerals to grantee, its successors and assigns.

This conveyance is subject to all reservations contained in the United States patents and to all easements and rights of way of record and/or established by use, including easements and rights of way for public and private roads, ditches, telephone, telegraph and power lines.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said party of the first part, for her self, her heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents, she is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except taxes for the year 1970 and subsequent years which grantee assumes and agrees to pay and except oil and gas leases of record,

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Ruth Adams* (SEAL)  
Ruth Adams

(SEAL)

(SEAL)

STATE OF COLORADO  
County of La Plata

The foregoing instrument was acknowledged before me this 1st day of December 1969, by Ruth Adams.

My commission expires February 17, 1971.

WITNESS my hand and official seal.

*William C. Hartke*  
Notary Public.

EXHIBIT "A"

Archuleta County, Colorado

A tract of land lying and being in the East Half ( $E\frac{1}{2}$ ) of Section Thirty-one (31), and the West Half ( $W\frac{1}{2}$ ) of Section Thirty-two (32), Township Thirty-five (35) North, Range One (1) West, N. M. P. M., and in the West Half ( $W\frac{1}{2}$ ) of Section Five (5), Township Thirty-four (34) North, Range One (1) West, N. M. P. M., Archuleta County, Colorado, and being more particularly described as follows, to-wit:

Beginning at a point whence the SW Corner of said Section 32, Township 35 North, Range 1 West, N. M. P. M., bears S.  $19^{\circ}30'$  W., 3901.97 feet; Thence running from said point of beginning S.  $83^{\circ}16'$  E., 751.70 feet; thence running North, 1856.80 feet, more or less, to the north boundary line of said Section 32; thence running along said north boundary line of Section 32, N.  $84^{\circ}38'$  E., 576.25 feet, more or less, to the  $N\frac{1}{4}$  Corner of said Section 32; thence running along the east boundary line of the said  $W\frac{1}{2}$  of Section 32, S.  $0^{\circ}04'$  E., 5503.81 feet, more or less, to the  $S\frac{1}{4}$  Corner of said Section 32; thence running along the east boundary line of the said  $W\frac{1}{2}$  of Section 5, S.  $9^{\circ}45'$  W., 2700.84 feet, more or less, to the SE Corner of the  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of said Section 5; thence running along the south boundary line of the said  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of Section 5, N.  $87^{\circ}24'$  W., 1483.19 feet, more or less, to the SW Corner of the  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of Section 5; thence running along the west boundary line of the said  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$  of Section 5, N.  $4^{\circ}30'$  E., 630.97 feet, more or less, to the NW Corner of the said  $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ ; thence running N.  $86^{\circ}24'$  W., 656.47 feet, more or less, to the east right of way line of State Highway No. 84; thence running along said east right of way line of State Highway No. 84, N.  $19^{\circ}29'$  W., 113.01 feet; thence running along the east right of way line of the old State Highway No. 84, N.  $0^{\circ}17'$  W., 1380.54 feet; thence running along the east right of way line of the old State Highway No. 84, N.  $13^{\circ}22'$  W., 357.99 feet; thence running N.  $23^{\circ}00'$  E., 99.96 feet, more or less, to the SE Corner of said Section 31; thence running along the south boundary line of said Section 31, N.  $89^{\circ}55'$  W., 270.1 feet, more or less, to the east right of way line of said State Highway No. 84; thence running along said east right of way line of State Highway No. 84, N.  $8^{\circ}44'$  W., 1324.52 feet; thence running East, 325.65 feet; thence running N.  $0^{\circ}04'$  W., 918.06 feet; thence running North, 1618.12 feet; thence running S.  $83^{\circ}16'$  E., 1459.55 feet, more or less, to the point of beginning, containing 399.5 acres, more or less.

Together with all improvements thereon situate and together with all ditch and ditch rights, water and water rights, thereunto belonging or in anywise appertaining, including 12 shares of Class A stock in the Echo Ditch Company and 5 shares of Class B stock in the Echo Ditch Company, and together with all ditch and ditch rights thereby represented.

Ruth Adams  
Ruth Adams