

**Eagle Peak Ranches Land Use Restriction and  
Common Interest Agreement**

This Land Use Restriction and Common Interest Agreement (the "Agreement") is made effective as of the 1st day of February, 2007 by the owners of all of the lands described herein (collectively, the "Homeowners") and is made effective as of the aforementioned date notwithstanding the dates of actual signature of any of those owners.

**RECITALS**

A. Homeowners are the owners of all of that real property described in Exhibit A, which is attached hereto and incorporated herein by reference, such lands commonly being known as the "Eagle Peak Ranches Subdivision" and hereafter referenced as the "Property."

B. Homeowners desire to subject the Property to this Agreement for the benefit of all individual Parcels within the Property. This Agreement shall run with the land and be binding upon and inure to the benefit of any and all current and future owners of any such Parcels, as well as their heirs, successors, assigns and legal representatives.

C. The terms, duties, restrictions and covenants contained in this Agreement and the Homeowners Association being created pursuant thereto shall not be governed in any way by the terms of the Colorado Common Interest Community Act and this Agreement shall at no time be construed to represent a "Declaration" for the purposes of that Act.

**ARTICLE 1  
Declaration and Submission**

To protect their wishes, Homeowners hereby declare that the Property shall be held, sold and conveyed subject to the following terms, duties, restrictions and covenants, which shall run with the land and be binding upon and inure to the benefit of all parties and to the heirs, successors and assigns of any parties having any right, title or interest in all or any part of the Property.

**ARTICLE 2  
Definitions**

The following words when used in this Agreement, any Supplemental Declaration or any Amendments hereto shall have the following meanings:

a) Owner – The owner or owners of record of fee simple title to any individual Parcel located within the Property, be they individual, family, corporate, or trust. In the event that there are multiple parties with such an interest, those parties will designate one representative to be the official "Owner" of the Parcel for the purposes of voting and communication.

*Return to:*

**GOLDMAN, ROBBINS & NICHOLSON, P.C.  
ATTORNEYS AT LAW  
P.O. Box 2270  
Durango, CO 81302-2270**

b) Parcel – Each platted, lettered/numbered and recorded division of the Property as depicted in the records of the Archuleta County Clerk and Recorder's Office.

c) Single Family Residential Use – Use for residential purposes by an individual or group of individuals living together as a family unit, no more than three of whom are unrelated by blood, marriage or adoption.

### ARTICLE 3

#### Formation and Administration of Homeowners Association

3.1 In order to assist in the administration of the common grazing arrangement and the road maintenance fund provided for in this Agreement, the Homeowners hereby assent to the creation and formation of the Eagle Peak Ranches Homeowners Association (the "HOA"), which entity shall have the authority to act on behalf of the Homeowners in pursuit of the programs set forth in this Agreement. The Homeowners agree and acknowledge that the HOA is not a master association acting in the capacity of such an association as set forth in C.R.S. § 38-33.3-301 and, as such, shall not be governed or controlled by the terms of the Colorado Common Interest Community Act.

3.2 The HOA shall be managed by a committee of three to five Owners (the "Governing Committee") with each Owner holding alternating three year terms. For the purpose of electing the HOA's initial Governing Committee, an election shall be held within 60 days of the final execution of this Agreement. In the initial 30 days following such execution, the currently existing road committee shall solicit Owners who wish to be on the initial Governing Committee (which may include themselves) and shall mail by the end of such period a list of all such Owners to the Owners of all Parcels in the Property. For the purposes of this initial election, two votes shall be allocated to each Owner and shall be submitted by such Owner by mail or personal delivery to P.O. Box 5175, Pagosa Springs, CO 81147 by no later than the above date. The five Owners receiving the highest number of total votes in the foregoing election shall constitute the initial Governing Committee, with the Owner receiving the fewest number of votes to serve an initial one year term, the two Owners receiving the next highest numbers of votes to serve an initial two year term and the two Owners receiving the highest numbers of votes to serve an initial three year term. In the event that less than five Owners express an interest in serving on the initial Governing Committee, the initial Governing Committee may be comprised of three or four Owners, with two Owners to serve initial three year terms and one Owner to serve an initial two year term in the event of four Owners and with one Owner to serve an initial three and two year term respectively in the event of three Owners. Thereafter, all Owners elected to the Governing Committee shall serve a full three year term unless they earlier resign or are removed from the Governing Committee as set forth below. Subsequent elections shall be held annually on a date as close to the anniversary of the initial election as possible and shall be conducted by mail in the same manner as set forth above with votes to be delivered the home of the current manager of the HOA, except that for the purpose of such elections, one vote shall be allocated to each Owner for every share of road maintenance responsibility allocated to

such Owner pursuant to Section 6.2 below, and the Owner or Owners receiving the most votes from the total of all Owners voting in that particular election shall serve on the Governing Committee for a three year term and shall replace the Owner(s) whose term(s) is(are) expiring. Notice of any such election shall be sent at least 30 days in advance of the final voting date of such election; to be sent by first class mail to the last known address of the Owner of each Parcel. Nothing shall prevent an Owner who is currently serving on the Governing Committee and whose term is expiring from running to retain such seat on the committee, however, no Owner shall be permitted to serve any more than two successive terms on the Governing Committee. In the event that the HOA is unable to find sufficient Owners willing to run for or fill all vacant seats on the Governing Committee, the Governing Committee shall be allowed to function with as few as two members, but an election to fill the remaining term of such seat shall be held at the next annual election that such an election is possible and in which an interested Owner can be found. The HOA shall be obligated to maintain in its records for a period of no less than three years a complete accounting of all elections conducted for the Governing Committee, including the original records of all votes cast. All such records shall be reasonably available for examination and copying by any Owner or his authorized representative upon ten days advance notice.

3.3 The Governing Committee will vote among themselves to appoint a primary manager for the HOA. The manager will be the primary contact point for the letting of road maintenance contracts, grazing contracts, and other business arrangements of the HOA as necessary. The manager and the other Governing Committee members will work on a volunteer basis, without compensation.

3.4 In the event that a member of the Governing Committee is removed from the committee pursuant to the terms of Section 3.5 below, resigns his or her position on the committee, sells or transfers the Parcel he or she controls or is in any other way rendered incapable of serving out his or her term on the Board due to health concerns, incapacity or death, an election shall be held to replace that Owner for the balance of their term as soon as possible after the event necessitating the vacancy in the committee. The election shall be conducted pursuant to the parameters set forth in Section 3.2 above, with one vote to be allocated to each Parcel and the Owner receiving the most votes from the total of all Parcels voting in that particular election to serve the balance of the three year term being vacated.

3.5 At any time, and with the consent of no less than 67% of the Owners of all Parcels located in the Property, the Owners may, with or without cause, remove from the Governing Committee any member of such committee prior to the expiration of such member's term of office. In the event of such a removal, the remainder of the removed member's term of office shall be filled pursuant to the provisions of Section 3.4 above.

3.6 All decisions of the Governing Committee shall be made with the approval and assent of at least 50% of the existing and sitting members of the Committee and shall be binding and effective on the HOA provided they do not exceed the limits on the authority provided to the HOA by this Agreement. If the Governing Committee at

any time contains less than two existing and sitting members, the actions of the sole member of the Governing Committee shall be considered binding and effective subject to the foregoing limitation.

3.7 Except as otherwise provided in this Agreement, the members of the Governing Committee, nor any employee, affiliate or agent of the HOA shall be liable to any Owner or other party for actions taken or omissions made except for those are willful and wanton. All Governing Committee members shall exercise in the performance of their duties the standard of care required of fiduciaries of the Owners. Notice of any and all meetings of the Governing Committee shall be provided at least seven days in advance of such meeting, to be sent by first class mail to the last known address of the Owner of each Parcel. Any and all such meetings shall be open to the Owner of any Parcel.

#### **ARTICLE 4**

##### **Common Grazing**

4.1 Many of the Parcels located in the Property are suitable for the grazing of cattle even though the Owners of such Parcels may not be in such business. Because of the contiguousness of the Parcels, the Homeowners hereby acknowledge and agree that it is in their common interest to work together in making arrangements for the leasing of pasture rights to cattle owners so as to retain or establish the agricultural tax assessment for their Parcels. Therefore, the HOA is hereby authorized to enter into Common Grazing Agreements involving cattle owners and participating Parcels and Owners as set forth herein.

4.2 Sometime during the fall of every calendar year, the manager of the HOA will send Notice by first class mail to the last known address of the Owner of each Parcel notifying such Owners that the HOA intends to take bids for grazing arrangements on the Property in the next calendar year from cattle grazers. If any Owner wishes to exclude the Parcel he or she controls from participation in the HOA's common grazing arrangement, he or she must notify the Governing Committee of such decision by mail and within 30 days of the delivery of the original notice. Any Owner not responding within such timeframe shall be deemed to have assented to including their Parcel in any arrangement or agreement thereafter negotiated and agreed to by the HOA for the upcoming calendar year.

4.3 Once the manager of the HOA has determined the number of Parcels that will participate in the HOA's common grazing arrangement for the upcoming calendar year, he or she will take bids for such an arrangements from local cattle grazers and will thereafter contract with one such operator to graze cattle on the available Parcels as a whole. In selecting and contracting with a specific cattle grazer, the manager shall primarily consider the compensation being offered to the HOA, but shall also consider factors such as the likely impact of any grazer on the environmental welfare of the Property.

4.4 All revenues derived from the HOA's common grazing arrangements, after accounting for the expenses of maintaining and operating such an arrangement, shall be applied directly to the HOA's road maintenance fund as set forth in Section 6 below. The manager of the HOA shall calculate the net revenues received per acre of land for those Owners participating in the arrangement and will then bill a pro-rata amount to all non-participating Owners to account for their share of the road maintenance fund as if they had participated in the common grazing arrangement. Such Owners shall promptly pay any billing and in any event, such billing shall be paid no later than by the the fifteenth of the month following receipt. Any failure to pay such billing shall be treated pursuant to the terms of Section 6.5 below. In addition, the manager shall issue to each Owner an accounting of the revenues attributed to such Owner based upon their pro rata share of the net revenues so that they may document with the county assessor the agricultural use of their Parcel.

4.5 If any Owner chooses not to include his or her Parcel in the common grazing arrangement, it is their responsibility to fence "out" the common grazing cattle from their Parcel or he will not be allowed to recover against the HOA, any other Parcel Owner or the owner of such livestock for any damages accruing to such Parcel as a result of the trespass of any such livestock. Similarly, any Owner who elects to privately run livestock on their own Parcel outside of the common grazing arrangement must fence "in" such livestock to prevent conflicts with either the common grazing cattle or any other Owner.

#### **ARTICLE 5**

##### **Restrictions on Use of Parcels**

5.1 The Property was designed to be, and largely remains, a residential community. The main access road to the Parcels was designed and constructed with that purpose in mind, being quite narrow throughout and with several blind curves and hill toppings. The Property is not safe or structurally capable of supporting commercial levels of traffic, especially heavy truck and/or trailer traffic.

5.2 The use of all Parcels within the Property is hereby limited to Single Family Residential Use and limited, low-impact commercial activities. Limited, low-impact commercial activities shall be those small-scale activities that do not include or involve or require significant or measurable amounts of customer, employee, heavy truck or trailer traffic (i.e. a home office with one or two employees or an internet based business). Large scale or heavy-impact commercial activities are not permitted on any Parcel located on the Property, including, but not limited to, ranch-based but customer oriented activities such as competitive roping, horsemanship training or the boarding of more than five horses for hire at any one time. Large scale, heavy-impact commercial activities shall be those activities that cause, include, involve or require a significant and measurable increase in the amount of customer, employee and/or heavy truck or trailer traffic on the Property, including any access roads. However, traditional ranching activities such as the grazing of livestock, specialized animal breeding, 4-H activities, and

all hobby-type personal ranching activities that do not result in a significant or measurable increase in traffic within the Property are allowed.

5.3 In the event that any uses, modifications, improvements or other alterations of a Parcel by any Owner, his agents or guests, results in damage to Preservation Place, said Owner agrees to promptly and completely repair or fix such damage at his/her sole and exclusive expense. Such uses, modifications, improvements or other alterations shall include, but not be limited to, the construction of driveways, residences, outbuildings, etc.

5.4 In the event that any Owner of any Parcel allows any guests or invitee permission to hunt on such Parcel, such guest or invitee must be accompanied by the Owner at all times.

5.5 All Owners shall maintain their Parcels and any structures, buildings, corrals or fences thereon, in an attractive manner and shall keep their properties free of rubbish and debris. No abandoned trucks, farm machinery, or work trailers will be permitted to remain on and visible to any other Parcel or in sight of Preservation Place for any extended amount of time.

5.6 No temporary structures of any kind will be placed or erected on any Parcel for any purpose. No camper, trailer or mobile home shall be permitted to be used as a full time or permanent residence on any Parcel; however, the Owner of a Parcel may reside in a camper, trailer or mobile home for up to one year during construction or renovation of the main residence on the Parcel. Prior to the commencement of any construction of a main residence on a Parcel, an Owner may camp on the Parcel in a camper, trailer or mobile home for periods not longer than thirty days in any six month period, provided that such camper, trailer or mobile home is not permitted to remain on the Parcel when not being occupied or used for residential purposes.

5.7 If an Owner elects to keep livestock of any kind on a Parcel, such Owner must adequately fence such Parcel to contain such livestock. If an Owner elects not to participate in the common grazing arrangement set forth in Article 4 above, such Owner shall be required to fence such Parcel to keep common grazing livestock off of such Parcel or he will not be allowed to recover against the HOA, any other Parcel Owner or the owner of such livestock for any damages accruing to such Parcel as a result of the trespass of any such livestock. In either event, any Owner electing to erect fencing on its Parcel is subsequently responsible for adequately maintaining and/or repairing the fencing so as to contain or fence out such livestock.

5.8 No buildings or structures shall be placed, erected, constructed or permitted to remain on any one Parcel other than (a) a main or primary residence in the form of a single family dwelling house, (b) a secondary or guest residence and (c) any non-residential outbuildings, barns, corrals, stables or other structures that are necessary and appropriate for the operation of a ranching or livestock business or for hobby purposes.

5.9 The construction of any building, structure or other feature on any Parcel shall be completed and fully cleaned up within 24 months of its commencement. In the event that any such construction project becomes stalled, is halted or is discontinued within such time, the Owner of the parcel will use every reasonable effort to completely clean up the project site and restore that site to a natural condition.

5.10 The Owners hereby agree that no existing Parcel may be subdivided below 35 acres in size. Boundaries between Parcels may be adjusted in smaller increments, as long as no parcel less than 35 acres results.

## **ARTICLE 6**

### **Road Maintenance**

6.1 The Owners, being a majority of the owners owning parcels of land subject to that certain Agreement dated December 12, 1994 and recorded with the Archuleta County Clerk and Recorder on February 9, 1995 as Reception Number 1995000853 (the "Old Road Maintenance Agreement") regarding the maintenance of that road that serves as the primary roadway or access to the Parcels and is commonly known as "Preservation Place" (the "Roadway"), desire to amend such Old Road Maintenance Agreement. Therefore, the Owners hereby amend and restate the Old Road Maintenance Agreement with the terms set forth herein, and declare that all parcels subject to the Old Road Maintenance Agreement shall be subject to the terms of this Article 6 regardless of whether or not the current owners of any such parcels agree to the other provisions of this Agreement.

6.2 The Owners hereby agree and consent that that they shall each be responsible for a share of the cost of the expenses of maintaining, repairing and removing snow from the Roadway, with such shares to be determined as follows:

(a) If an Owner controls or owns one or more Parcels that have each been developed with any completed dwelling or residence of any kind, be it a full-time, part-time or guest residence, that Owner shall be responsible for one share of the total cost of the expenses set forth above for each such Parcel.

(b) In the event that an Owner controls or owns one or more Parcels that are undeveloped with any dwelling or residence of any kind, that Owner shall be responsible for one share of the total cost of the expenses set forth above for all of such undeveloped Parcels combined.

(c) At the beginning of each calendar year, the Governing Committee shall determine by visual reconnaissance of the Property or by reference to the real property and building records of Archuleta County (i) the number and identity of all Parcels on which the construction of any dwellings or residences has been either commenced or completed and (ii) the number and identity of all Parcels that are undeveloped with any dwelling or residence, and shall thereafter

calculate the total number of shares to be charged for road expenses for that calendar year and the identity of all of the Owners responsible for such shares. All Owners shall have an affirmative obligation to notify the Governing Committee when they commence the construction of any dwelling or residence on a Parcel under their control.

(d) Once the Governing Committee has determined the total number of shares to be charged for road expenses for a calendar year and the identity of all of the Owners responsible for such shares, the Governing Committee shall assess all Owners for their proportionate share of any expenses incurred in maintaining, repairing and removing snow from the Roadway for that year. Such assessments shall first be paid from each Owner's respective contributions to the HOA Road Maintenance Fund (as set forth below), and any Owner balances that remain due after accounting for such contributions shall be billed directly to the applicable Owner. Such Owners shall promptly pay any billing and in any event, such billing shall be paid no later than by the fifteenth day of the month following receipt.

6.3 The HOA shall be hereby authorized and required to establish a "Road Maintenance Fund" to pay the expenses of maintaining, repairing and removing snow from the Roadway. Within the Road Maintenance Fund, the Governing Committee shall maintain individual accounts for each Owner, with all monies received from the common grazing arrangement set forth in Article 4, or from any billing paid in lieu of an Owner's non-participation pursuant to Section 4.4 above, to be allocated to each Owner's account as set forth therein. The HOA shall then pay the expenses for any work done on or to the Roadway from such Owner's accounts within the Road Maintenance Fund if possible. In the event that the amount in any individual Owner's account is insufficient to pay for their proportionate share of any such expenses, the HOA shall bill such Owner for the balance of their proportionate share directly. Such Owner shall promptly pay any billing received from the committee and, in any event, such billing shall be paid no later than the fifteenth of the month following receipt.

6.4 In the event that any damage or excessive wear occurs to any of the Roadway due to construction vehicle traffic associated with construction on any Parcel, then, it shall be the Owner of such Parcel's responsibility to repair the Roadway to the condition it was in prior to the commencement of such construction. If the Owner fails to repair the Roadway within a reasonable time after the damage occurs, and after notice has been given to the Owner by the Governing Committee that such repairs should be completed within a specified period of time, the HOA is authorized to repair the Roadway and assess the costs of such repairs to the individual Owner.

6.5 If any Owner fails to pay their billed portion of the expense set forth in Section 6.3 above or otherwise defaults on the terms of this Article 6, then the HOA shall have all the remedies available at law, equity or as stated in this Agreement to enforce the terms of this Article 6. In additions, if any Owner fails to pay their portion of the maintenance, repair or snow removal expenses associated with the Roadway, then, the



HOA shall have the right to seek an order from a Court having appropriate jurisdiction to enjoin such party from further use of the Roadway.

6.6 The cost of extending any driveway or other road, not existing at the time of execution of this Agreement, from the Roadway to a building location or any other location on a Parcel shall be borne solely by the Owner of such Parcel. In addition, the cost of maintenance, repair and snow removal for any driveways or roads other than the Roadway shall be borne solely and equitably by those Owners or persons who use such driveway or road. By way of example only, and not of limitation, if there are three owners who use a secondary road, the cost of maintenance, repair and snow removal shall be divided equally among such Owners, according to their use of the road. If an owner utilizes only a portion of a road due to the Owner's lot location or building location, that Owner is only responsible for the cost of maintenance, repair or snow removal to that point. In other words, if up to the point of an Owner's lot or building location, or to the junction where he no longer uses the secondary road, the Owners would pay for expenses in thirds; to the point where a second Owner's driveway or building location is, or to the junction where he no longer uses the secondary road, the remaining two Owners would each pay one-half of the expenses, and the remaining Owner would be responsible for the remaining balance. The individual Owners will be solely responsible for collecting monies for repairs, maintenance and snow removal on secondary roads. The individual Owners will be solely responsible for costs associated with driveways or roads on their property which are for their sole use and benefit. The Owners located on secondary roads may otherwise agree on the method for apportioning costs on secondary roads, however, any such agreement shall be in writing.

6.7 No Owner shall be permitted to install any gates or fencing to disrupt traffic flow on the Roadway or on any roads that are commonly used by more than one Owner. Cattle guards are permissible and may be installed with the consent of the HOA in the event of the Roadway or with the consent of all other Owners of any roads that are commonly used by more than one Owner.

6.8 All decisions regarding the need to repair, maintain, improve, replace or otherwise do any work to the Roadway, either by the HOA or by any Owner pursuant to the terms of Section 6.4 above shall be made in the sole discretion of the Governing Committee. However, should the Governing Committee determine that a major improvement, replacement or maintenance project (being any project with a projected cost of \$10,000.00 or more) related to the Roadway be necessary, the Governing Committee shall be required to submit approval of such a project to a vote of the Owners, with the approval of a majority of voting Owners necessary to approve such a project. In the event that such a project is approved by the Owners, the HOA may assess the Owners in advance of commencing any such project, with costs to be proportionately shared and charged to the accounts of the Road Maintenance Fund as set forth above.

#### ARTICLE 7

##### Duration of Agreement and Covenants

7.1 The covenants and restrictions contained in this Agreement shall run with and bind the land for twenty years from the effective date of this Agreement and shall automatically be extended for successive ten year periods unless an instrument revoking or terminating the Agreement is signed by the current Owners of 67% of all Parcels subject to this Agreement.

7.2 This Agreement may be amended at any time with the written consent of the current Owners of 67% of all Parcels subject to this Agreement.

## **ARTICLE 8**

### **General Provisions**

8.1 The HOA shall have the right and power, upon receipt of a verified complaint and after conducting a hearing to determine the legitimacy thereof, to bring suit against any Owner for legal or equitable relief for any lack of compliance with any provision of this Agreement. In addition, the HOA shall have the right, pursuant to the above restrictions, to impose on any Owner monetary fines for any lack of compliance with provisions of this Agreement and where such fines are not paid within the time provided by the HOA, such fines may be collected as an assessment lien. In addition, any Owner shall have the right to enforce, by a proceeding in law or equity against any other Owner or Owners, all of the restrictions, terms, conditions, covenants and reservations now or hereafter provided in this Agreement. Failure by any Owner or the HOA to enforce any restriction, term, condition, covenant or reservation contained in this Agreement shall in no event be deemed a waiver of the right to do so thereafter. In the event of any action to enforce the restrictions, terms, conditions, covenants and reservations contained in this Agreement, the prevailing party shall be entitled to an award of all actual costs incurred in pursuing such action, including expenses and reasonable attorney's fees.

8.2 The Governing Committee shall maintain for a period of no less than three years adequate financial and other records of the HOA to enable the HOA to transparently conduct all of its business, including records of elections. All such records shall be reasonably available for examination and copying by any Owner or his authorized representative upon ten days advance notice.

8.3 Each provision contained in this Agreement shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Parcel is granted, devised, conveyed or encumbered, whether or not set forth or referred to in such deed or other instrument.

8.4 The HOA's authority to act as an Agent or representative on behalf of the Owners shall be limited to the operation of the common grazing arrangement or the road maintenance fund as set forth above. To the extent that it elects to do so, the HOA shall be authorized to enter into or accept the assignment of contracts to provide services beneficial to the HOA and that are directly related to these functions. To the extent



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8/6/2007 12:30 PM

June Madrid

11 of 43 CIA RS216.00 DS0.00

Archuleta County

provided in any such contract, the HOA may charge and collect any fees, charges or reimbursements provided by such contract.

8.5 The interpretation, enforcement or any other matters related to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. However, the Homeowners all agree that this Agreement and the HOA shall not be governed in any way by the terms of the Colorado Common Interest Community Act and shall at no time be construed to represent a "Declaration" for the purposes of that Act.

8.6 Any determination by any court of competent jurisdiction that any provisions of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Agreement is declared by a court of competent jurisdiction to be contrary to or in violation of Colorado law, this Agreement shall be deemed to be automatically amended to eliminate such provision and to maintain the rest of the Agreement as intact as is possible.

(\* \* \* \* \*)

IN WITNESS WHEREOF, the undersigned Owners of all that land described in Exhibit A hereto and referenced as the "Property" above, agree to be bound by the foregoing Agreement and have set their hands as set forth below indicating such assent:

(Signatures on following pages)

20706916 8/6/2007 12:30 PM June Madrid  
12 of 43 CIA RS216.00 DS0.00 Archuleta County

Lot 17A and B Owners: (Assessor Parcel # 558313300111)

Mike DeVoght  
DeVooght, Mike

Marianne DeVoght  
DeVooght, Marianne

STATE OF Colorado )  
County of Archuleta ) SS.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 2007 by MIKE DEVOGHT / MARIANNE DEVOGHT

Witness my hand and official seal.

My commission expires: 12/19/09

Patricia Martinez  
Notary Public



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8/6/2007 12:30 PM

June Madrid

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Archuleta County

Lots 1 and 1C Owners: (Assessor Parcel #'s 558129300134 and 558129300121)

James W. Scott

Scott, James W.

Jean C. Scott

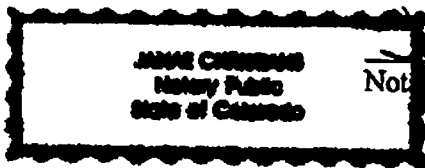
Scott, Jean C.

STATE OF Colorado )  
County of Archuleta ) SS.

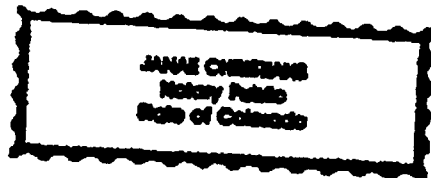
The foregoing instrument was acknowledged before me this 5 day of March, 2007 by James Christians.

Witness my hand and official seal.

My commission expires: 09-01-2010.



Jane Christians  
Notary Public





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14 of 43 CIA RS216.00 DS0.00

June Madrid  
Archuleta County

Lot 2 Owner: (Assessor Parcel # 558129200120)

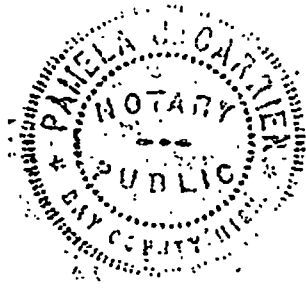
~~Cooney Properties 16, LLC~~ *Louis D. Kaczynski*

By: *Louis D. Kaczynski* *OWNER*  
Name and Title:

STATE OF MICHIGAN )  
County of BAY ) SS.

The foregoing instrument was acknowledged before me this 23RD day of MARCH, 2007 by PAMELA J. CARRIER.

Witness my hand and official seal.  
My commission expires: 10-20-2011



*Pamela J. Carrier*  
Notary Public

*Pamela J. Carrier*  
NOTARY PUBLIC, BAY COUNTY, MICHIGAN  
MY COMMISSION EXPIRES OCTOBER 20, 2011  
ACTING IN \_\_\_\_\_ COUNTY, MICHIGAN

20706916 8/6/2007 12:30 PM  
15 of 43 CIA RS216.00 DS0.00June Madrid  
Archuleta County

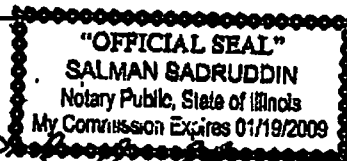
Lot 3 Owners: (Assessor Parcel # 558130100133)

Nancy Widmer Freeman  
Freeman, Nancy Widmer

JJ&amp;J Family Partners Ltd.

By: \_\_\_\_\_  
Name and Title:STATE OF IL )  
County of DUPAGE ) SS.The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of MAY, 2007 by SALMAN SADRUDDIN.

Witness my hand and official seal.

My commission expires: 1/19/09.  
Notary Public

20706916 8/6/2007 12:30 PM  
16 of 43 CIA RS216.00 DS0.00June Madrid  
Archuleta County

Lot 3 Owners: (Assessor Parcel # 558130100133)

Freeman, Nancy Widmer

JJ&amp;J Family Partners Ltd.

By: Terry L Widmer, General Partner  
Name and Title: JJ & J Family Partners, LtdSTATE OF TexasCounty of Denton) )  
SS.The foregoing instrument was acknowledged before me this 10 day of May, 2007 by Terry L Widmer

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

Karla Herry  
Notary Public

RECORDER'S NOTE:

THIS IS A COPY



Lot 3A Owners: (Assessor Parcel # 558130100132)

William E. Wolter

Wolter, William E.

Maureen Wolter

Wolter, Maureen

STATE OF TEXAS

County of HARRIS

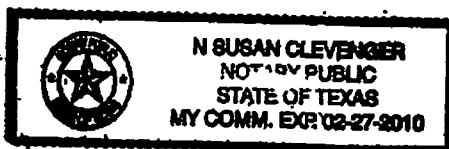
)  
) SS.  
)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2007 by WILLIAM E. WOLTER.

Witness my hand and official seal.

My commission expires: 02-27-2010

Susan Clevenger  
Notary Public



20706916

8/6/2007 12:30 PM

18 of 43 CIA RS216.00 DS0.00

June Madrid  
Archuleta County

Lot 4B Owners: (Assessor Parcel # 558130100131)

~~Green, Nathan Edward~~ *NEG*

*Linda Marie Green*  
Green, Linda Marie

STATE OF

Texas

County of

Denton

)  
) SS.  
)

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2007 by Linda Green.

Witness my hand and official seal.

My commission expires: 12/5/2010



*Sharon D. Murphy*  
Notary Public

BEST AVAILABLE IMAGE  
AT TIME OF SCANNING

20706916 8/6/2007 12:30 PM June Madrid  
19 of 43 CIA RS216.00 DS0.00 Archuleta County

Lots 4C and 5 Owners: (Assessor Parcel #'s 558119400136, but excluding any portion of such parcel that was not originally included in the Eagle Peak Ranches or subject to the Old Road Maintenance Agreement)

Dirt Poor, LLC

By: GARY NICHOLS - member  
Name and Title:

Gary Nichols  
Nichols, Gary

Becky Nichols  
Nichols, Gary

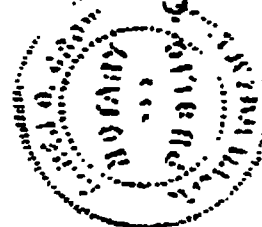
STATE OF Alabama )  
County of Baldwin ) SS.

The foregoing instrument was acknowledged before me this 4th day of May, 2007 by \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: June 8, 2009

Karen Cox  
Notary Public

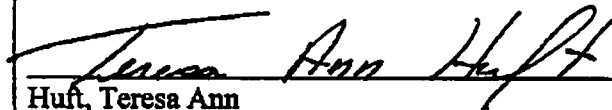


RECORDER'S NOTE:  
THIS IS A COPY

Lots 6, 7, 8, 9 and 14 Owners:  
(Assessor Parcel #'s 558313100105 and 558120200118)



Huft, John M.



Huft, Teresa Ann

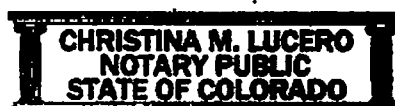
STATE OF Colorado )  
 ) SS.  
County of Archuleta )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2007 by John M Huft Teresa Ann Huft

Witness my hand and official seal.

My commission expires: 3-27-2008.

  
Notary Public



My Commission Expires 3-27-2008



20706916 8/6/2007 12:30 PM June Madrid  
21 of 43 CIA RS216.00 DS0.00 Archuleta County

Lot 11 Owner: (Assessor Parcel # 558119200126)

La Due, Charles

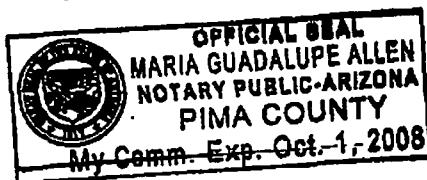
STATE OF Arizona )  
County of Pima ) SS.

The foregoing instrument was acknowledged before me this 8 day of May, 2007 by CHARLES FRANK LA DUE.

Witness my hand and official seal.

My commission expires: 10-01-08.

Notary Public



This signature page is for  
Eagle Peak Ranches Land Use Restriction &  
Common Interest Agreement } SDC  
JC

Lot 12A Owners: (Assessor Parcel # 558119400140)

Sean D. Coston  
Coston, Sean D

Jennifer Coston  
Coston, Jennifer

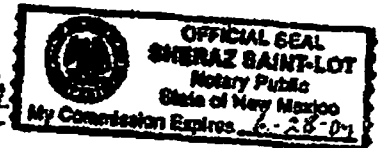
STATE OF New Mexico )  
County of Bernalillo ) SS.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of MAY, 2007 by SHERAZ SAINT-LOT.

Witness my hand and official seal.

My commission expires: 6-28-09

Sheraz Saint-Lot  
Notary Public



RECORDER'S NOTE:

THIS IS A COPY



20706916 8/6/2007 12:30 PM  
22 of 43 CIA RS216.00 DS0.00

June Madrid  
Archuleta County



20706916

8/6/2007 12:30 PM

Juna Madrid

23 of 43 CIA RS216.00 DS0.00

Archuleta County

Lot 12C Owners: (Assessor Parcel # 558119200144)

Perry, Frank

Perry, Margaret

STATE OF MTCounty of Beavert) )  
SS.The foregoing instrument was acknowledged before me this 26 day of July  
2007, 2007 by Kelly A. Worsen.

Witness my hand and official seal.

My commission expires: 3-1-2009  
Notary Public

NOTARY PUBLIC-MONTANA

Residing at Victor, Montana

My Comm. Expires 3-1-2009

Lot 13 Owner: (Assessor Parcel # 558119200137)

S&D Real Estate, LLC

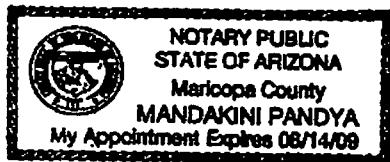
By: [Signature]  
Name and Title: Managing Member Managing Member

STATE OF ARIZONA )  
County of MARICOPA ) SS.

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2007 by SHAWN D. JOHNSTON AND DAWN C. JOHNSTON.

Witness my hand and official seal.  
My commission expires: 08-14-2009.

[Signature]  
Notary Public







20706916 8/6/2007 12:30 PM June Madrid  
25 of 43 CIA RS216.00 DS0.00 Archuleta County

Lot 13A Owner: (Assessor Parcel # 558324100138)

Freebird Ventures, LLC

By: Thomas W. Marshall  
Name and Title: Merid Sparschere

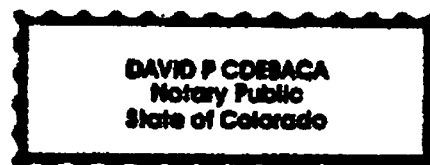
STATE OF Colorado )  
County of Archuleta ) SS.

The foregoing instrument was acknowledged before me this 16 day of March, 2007 by Thomas W. Marshall, Merid S. Marshall

Witness my hand and official seal.

My commission expires: 11/03/2008.

[Signature]  
Notary Public



Lot 15 Owners: (Assessor Parcel # 558313400110)

Thompson Family Trust

By: Ronald L Thompson TTE  
Name and Title:

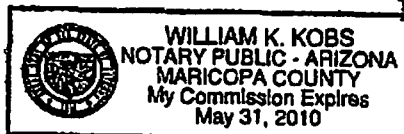
STATE OF Arizona )  
County of Maricopa ) SS.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2007 by Ronald L Thompson.

Witness my hand and official seal.

My commission expires: May 31, 2010

William K Kobs  
Notary Public



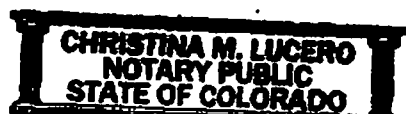
20706916 8/6/2007 12:30 PM June Madrid  
27 of 43 CIA RS216.00 DS0.00 Archuleta County

Lot 16A 1 and 2 Owners: (Assessor Parcel #'s 558313300114 and 558313300114)

  
Kern, Robert W.

  
Kern, Leslie D

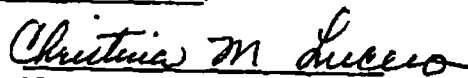
STATE OF Colorado )  
County of Archuleta ) SS.





My Commission Expires 3-27-2008

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2007 by Robert W Kern Leslie D Kern

Witness my hand and official seal.  
My commission expires: 3-27-2008.

  
Notary Public

\* This form is signed in reference to the "Eagle Peak Ranches Land Use Restrictions and Common Interest Agreement" being considered by all property owners!   


20706916 8/6/2007 12:30 PM June Madrid  
28 of 43 CIA RS216.00 DS0.00 Archuleta County

Lot 16B Owners: (Assessor Parcel # 558313300112)

Craig J. Binney  
Binney, Craig J

Carolann Schalk  
Schalk, Carolann

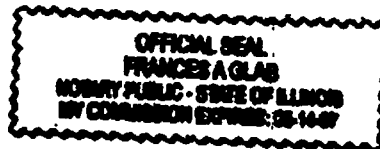
STATE OF Illinois )  
County of Cook ) SS.

The foregoing instrument was acknowledged before me this 9th day of April, 2007 by Craig J. Binney & Carolann Schalk.

Witness my hand and official seal.

My commission expires: 6-14-2007

Frances A. Glas  
Notary Public



**EXHIBIT A**

**LOT 1**

A tract of land being the SW1/4SW1/4 of Section 29, Township 36 North, Range 2 West, N.M.P.M., being more particularly described as follows:

Beginning at the Northwest Corner of the SW1/4 of said Section 29;  
Thence South 00° 17' 48" West along the West line of said SW1/4 a distance of 1351.26 feet to the point of beginning;  
" South 89° 02' 10" East along the North line of the SW1/4SW1/4 of said Section 29 a distance of 1304.33 feet to the Northeast Corner of the SW1/4SW1/4 of said Section 29;  
" South 00° 11' 17" West along the East line of the SW1/4SW1/4 of said Section 29 a distance of 1346.44 feet to the Southeast Corner of the SW1/4SW1/4 of said Section 29;  
" North 89° 14' 55" West along the South line of the SW1/4 of said Section 29 a distance of 1306.83 feet to the Southwest Corner of the SW1/4 of said Section 29;  
" North 00° 17' 48" East along the West line of the SW1/4 of said Section 29 a distance of 1351.26 feet to the point of beginning.

**LOT 1C**

A tract of land lying and being the North Half Southwest Quarter (N ½ SW ¼) and Southwest Quarter Southwest Quarter (SW ¼ SW ¼) of Section 29, Township 36 North, Range 2 West, N.M.P.M., being more particularly described from plat of survey entitled "Eagle Peak Ranches", completed in December of 1993 by William H. Albert, PS No. 26228, and having as the basis of bearing North 00° 23' 25" East (from Southwest corner of Section 31 to the West Quarter corner of Section 31, Township 36 North, Range 2 West, from plat by Davis Engineering Services dated January 9, 1992) as follows:

BEGINNING at the Southwest corner, a 2 ½" BLM brass cap found at the Section corner common to Sections 29, 30, 31 and 32;  
Thence North 00° 17' 48" East, a distance of 2702.52 feet to a 2 1/2" BLM brass cap found at the Northwest corner, also the Quarter corner common to Sections 29 and 30;  
Thence South 88° 49' 25" East along the South boundary line of that tract conveyed to Steve Cabito by deed recorded January 24, 1994, as Reception No. 1994001001, a distance of 2603.68 feet to the Northeast corner, a 5/8" rebar with 2" PS 26228 aluminum cap being a point on the North-South centerline of said Section 29;  
Thence South 00° 04' 44" West along said North-South centerline a distance of 1341.66 feet to a 5/8" rebar with 2" PS 26228 aluminum cap set at a Southeasterly corner, the Center-South 1/16 corner Section 29;  
Thence North 89° 02' 12" West a distance of 1304.32 feet to a 5/8" rebar with 2" PS 26228 aluminum cap set for the Southwest 1/16 corner Section 29;

Thence South  $00^{\circ}11'17''$  West a distance of 1346.46 feet to a  $5/8''$  rebar with 2" PS 26228 aluminum cap set for a Southeasterly corner at the West  $1/16$  corner Sections 29 and 32;

Thence North  $89^{\circ}14'55''$  West a distance of 1306.83 feet to the point of beginning;

## LOT 2

A tract of land located in the South Half of the Northeast Quarter of the Northwest Quarter ( $S1/2NE1/4NW1/4$ ) and the Southeast Quarter of the Northwest Quarter ( $SE1/4NW1/4$ ), and a portion of the West Half of the Northwest Quarter ( $W1/2NW1/4$ ), Section 29, Township 36 North, range 2 West, N.M.P.M., Archuleta County, Colorado, being more particularly described from plat of survey entitled "Eagle Peak Ranches, completed in December of 1993, by William E. Albert, PS No. 26228, and having as the basis of bearing North  $00^{\circ}23'25''$  East (from the Southwest corner of Section 31 to the West Quarter corner of Section 31, Township 36 North, Range 2 West, from plat by Davis Engineering Services dated January 9, 1992) as follows, to-wit:

Beginning at the Southwest corner, a  $2\frac{1}{2}$  inch BLM brass cap found at the Quarter corner common to Sections 29 and 30, Township 36 North, Range 2 West, N.M.P.M., Archuleta County, Colorado; thence North  $00^{\circ}00'00''$  West, a distance of 1009.71 feet to a set  $\frac{1}{2}$  inch rebar with PS 26228 cap; thence North  $16^{\circ}47'45''$  East, a distance of 974.12 feet to a  $\frac{1}{2}$  inch rebar with PS 26228 cap set for the Northwest corner, thence North  $87^{\circ}10'06''$  east, a distance of 1027.87 feet to the Northwest corner of said South Half of the Northeast Quarter of the Northwest Quarter ( $S1/2NE1/4NW1/4$ ), marked by a found 2 inch PS 20691 cap; thence South  $88^{\circ}29'40''$  East, a distance of 1298.08 feet along the North boundary line of said South Half of the Northeast Quarter of the Northwest Quarter ( $S1/2NE1/4NW1/4$ ), to the Northeast corner of said South Half of the Northeast Quarter of the Northwest Quarter ( $S1/2NE1/4NW1/4$ ), a set  $5/8$  inch rebar with PS 26228 aluminum cap; thence South  $00^{\circ}03'50''$  West, a distance of 670.91 feet along the east boundary line of said Northwest Quarter ( $NW1/4$ ), to a found USFS  $3\frac{1}{4}$  inch LS 20133 aluminum cap; thence South  $00^{\circ}04'44''$  West, a distance of 1341.19 feet along the east boundary line of said Northwest Quarter ( $NW1/4$ ), to a  $5/8$  inch rebar with PS 26228 aluminum cap set for the Southeast corner of; thence North  $88^{\circ}49'25''$  West, a distance of 2603.68 feet to the point of beginning.

## LOT 3

A tract of land located in a portion of Lot 3, as shown on map entitled "Survey for Gomez Y Gomez, Inc." "Eagle Peak Ranches", deposited in the office of the Clerk and Recorder, Archuleta County, Colorado, as Survey Plat No. S222, more particularly described as follows:

Beginning on the North line of said Lot 3, from whence the Northwest corner of said Lot 3 bears North  $89^{\circ}49'50''$  East, 932.87 feet; thence South  $89^{\circ}49'52''$  East, 1464.03 feet along the North Boundary of said Lot 3 to the Westerly right-of-way of a 60 foot wide access easement as described in the Deed recorded in the office of said Clerk and

Recorder under Reception No. 98001560; thence South 18° 30' 33" West, 120.75 feet along the Westerly right-of-way of said Reception No. 98001560; thence South 02° 22' 32" West, 141.93 feet along the said Westerly right-of-way; thence South 06° 06' 18" East, 105.27 feet along the said Westerly right-of-way; thence South 24° 57' 57" East, 332.21 feet along the said Westerly right-of-way; thence 18° 16' 10" East, 227.34 feet along the said Westerly right-of-way; thence 18° 09' 15" East, 139.00 feet along the said Westerly right-of-way to the Southerly line of Lot 2 "Eagle Peak Ranches" as shown on said Survey Plat No. S222; thence North 89° 39' 29" West, 15.09 feet along the said Southerly line to the Southeast Corner of said Lot 3; thence North 89° 31' 00" West, 1303.25 feet along the Southerly line of said Lot 3; thence West, 367.50 feet; thence North 1003.07 feet to the point of beginning.

#### LOT 3A

A tract of land located in Section 30, Township 36 North, Range 2 West, N.M.P.M., being a portion of that tract of land described in Warranty Deed recorded January 4, 1994 under Reception No. 1994000148 and being more particularly described as follows:

BEGINNING at the Northwest corner of said tract as described under Reception No. 1994000148;

Thence South 89° 49' 50" East, 932.87 feet along the North boundary of said tract of land, Reception No. 1994000148 to the Northwest corner of that tract of land described in Special Warranty Deed recorded March 3, 2004 as Reception No. 200402113;  
" South, 1003.07 to the Southwest corner of said tract of land, Reception No. 200402113;  
" East, 367.50 feet, along the southerly boundary of said tract of land, Reception No. 200402113;  
" South 00° 22' 44" West, 1333.14 feet to the Southeast corner of that tract of land, Reception No. 1994000148;  
" North 88° 43' 37" East, 1305.22 feet to the Southwest corner of that tract of land, Reception No. 1994000148;  
" North 00° 28' 19" East, 1315.49 feet along the West boundary of said tract of land, Reception No. 1994000148;  
" North 00° 11' 18" East, 994.50 feet along the West boundary of said tract of land, Reception No. 1994000148 to the point of beginning.

#### LOT 4B

A parcel of land located in the Northeast Quarter (NE1/4) of Section 30 and the Northwest Quarter (NW1/4) of Section 29, Township 36 North, Range 2 West, N.M.P.M., Archuleta County, Colorado, being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 30; thence South 00°25'45" West, a distance of 1112.41 feet to the Point of Beginning; thence East a distance of 763.14 feet to a point on the centerline of an existing 60 foot roadway easement; thence North

07°10'20" West along said centerline a distance of 98.94 feet to the intersection of a 60 foot roadway easement; thence South 41°40'30" East along said centerline a distance of 247.13 feet to a point of curve; thence along said curve to the left, having a radius of 440.00 feet, a central angle of 40°05'46", a distance of 307.91 feet; thence South 81°46'14" East along said centerline, a distance of 303.74 feet; thence departing from said centerline, North 67°08'16" East, a distance of 1515.66 feet; thence South 16°47'45" West, a distance of 974.12 feet; thence North 89°33'20" West, a distance of 2601.03 feet; thence North 00°25'45" East, a distance of 596.36 feet to the Point of Beginning.

#### LOT 4C

A parcel of land located in Sections 19, 20, 29 and 30, Township 36 North, Range 2 West, N.M.P.M., Archuleta County Colorado more particularly described as follows; Beginning at the North 1/4 corner of said section 29 and considering the east line of the N1/2NE1/4NW1/4 to bear South 00°55'03" East with all bearings contained herein relative thereto;

thence South 00°55'03" East along and with said east line a distance of 671.24 feet;  
thence North 89°26'29" West a distance of 1297.89 feet;  
thence South 86°10'10" West a distance of 1027.55 feet;  
thence South 66°09'00" West a distance of 1410.58 feet;  
thence North 00°00'00" East a distance of 2709.66 feet;  
thence North 89°01'19" East a distance of 2335.20 feet;  
thence North 01°08'48" East a distance of 1201.67 feet;  
thence North 01°03'47" East a distance of 353.71 feet;  
thence North 01°10'40" East a distance of 966.22 feet;  
thence South 89°23'37" East a distance of 1296.78 feet;  
thence South 01°09'06" West a distance of 1320.71 feet;  
thence South 01°09'19" West a distance of 659.68 feet;  
thence South 89°21'48" East a distance of 1296.47 feet;  
thence South 01°10'31" West a distance of 660.19 feet;  
thence North 89°21'46" West a distance of 1296.03 feet;  
thence South 01°09'21" West a distance of 1319.62 feet to the Point of beginning containing 280.02 acres more or less.

#### LOT 5

A parcel of land located in Sections 19 and 30, Township 36 North, Range 2 West, N.M.P.M., Archuleta County Colorado more particularly described as follows; Commencing at the North 1/4 corner of said section 29 and considering the East line of the N1/2NE1/4NW1/4 to bear South 00°55'03" East with all bearings contained herein relative thereto;

thence North 68°35'42" West a distance of 3869.37 feet to the true point of beginning;  
thence South 00°00'00" West a distance of 2709.66 feet;  
thence South 66°09'28" West a distance of 105.05 feet;  
thence North 82°45'26" West a distance of 303.74 feet;



thence along the arc of a curve to the right whose central angle is 40°05'43" and whose radius is 440.00 feet an arc distance of 307.91 feet;  
thence North 42°39'42" West a distance of 247.13 feet;  
thence South 08°09'32" East a distance of 98.94 feet;  
thence South 88°48'51" West a distance of 29.84 feet;  
thence South 89°00'55" West a distance of 733.29 feet;  
thence North 00°33'34" West a distance of 1112.55 feet;  
thence North 00°25'28" East a distance of 1279.68 feet;  
thence South 67°27'08" East a distance of 484.15 feet;  
thence North 20°37'24" West a distance of 137.97 feet;  
thence along the arc of a curve to the left whose central angle is 18°01'10" and whose radius is 1000.00 feet an arc distance of 314.50 feet;  
thence North 38°38'35" West a distance of 1026.47 feet;  
thence along the arc of a curve to the left whose central angle is 09°46'57" and whose radius is 800.00 feet an arc distance of 136.59 feet;  
thence North 48°25'32" West a distance of 169.37 feet;  
thence North 89°51'20" East, a distance of 45.08 feet;  
thence North 89°52'17" East, a distance of 1702.85 feet;  
thence South 00°14'56" East, a distance of 1127.55 feet;  
thence North 89°01'17" East, a distance of 448.54 feet to the Point of Beginning containing 124.71 acres more or less.

# LOTS 6, 7, 8, 9 & 14

A tract of land lying and being in the S1/2NE1/4 and N1/2SE1/4 of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M., being more particularly described as follows, to-wit:

BEGINNING at a 3-1/4" BLM aluminum cap found at the 1/4 corner common to Section 18, Township 36 North, Range 2 West, and Section 13, Township 36 North, Range 2-1/2 West;

Thence South 02° 14' 01" West a distance of 270.59 feet to a 1/2" rebar with PS 26228 cap set for the Southeast corner;  
" North 87° 44' 50" West a distance of 2772.16 feet to a 1/2" rebar with PS 26228 cap set for the Southwest corner;  
" North 00° 46' 43" East a distance of 270.68 feet to a 5/8" rebar with 2" PS 26228 aluminum cap set for the center 1/4 of Section 13;  
" North 00° 46' 43" East a distance of 1318.76 feet to the Northwest corner, a 5/8" rebar with 2" PS 26228 aluminum cap set for the Center-North 1/16 corner of Section 13;  
" South 87° 32' 32" East a distance of 2710.68 feet along the Northerly boundary of said S1/2NE1/4 to the Northeast corner, a 3-1/4" BLM aluminum cap found at the North 1/16 corner of Section 18, Township 36 North, Range 2 West and Section 13, Township 36 North, Range 2-1/2 West;  
" South 02° 13' 01" East a distance of 1312.62 feet along the East boundary of Section 13 to the point of beginning.

AND

A tract of land lying and being in the SW1/4SW1/4 of Section 17, S1/2SE1/4 of Section 18, E1/2 of Section 19 and W1/2W1/2 of Section 20, Township 36 North, Range 2 West, N.M.P.M., being more particularly described as follows, to-wit:

BEGINNING at a 3-1/4" BLM aluminum cap found at the 1/4 corner common to Sections 18 and 19;

Thence North 00° 25' 13" East a distance of 1319.26 feet to the Northwest corner, a 3-1/4" BLM aluminum cap found at the center South 1/16 corner of Section 18;  
" North 88° 52' 18" East a distance of 2596.58 feet to a 3-1/4" BLM aluminum cap found at the South 1/16 corner of Sections 17 and 18;  
" South 88° 23' 58" East a distance of 1295.54 feet to the Northeast corner, a 3-1/4" BLM aluminum cap found at the Southwest 1/16 corner of Section 17;  
" South 00° 23' 53" West a distance of 1320.44 feet to a 3-1/4" BLM aluminum cap found at the West 1/16 corner of Sections 17 and 20;  
" South 02° 10' 04" West a distance of 1320.00 feet to a 3-1/4" BLM aluminum cap found at the Northwest 1/16 corner of Section 20;  
" South 02° 07' 20" West a distance of 1319.68 feet to a 3-1/4" BLM aluminum cap found at the Center-West 1/16 corner of Section 20;  
" South 02° 05' 59" West a distance of 1201.85 feet to a 1/2" rebar with PS 26228 cap set for the Southeast corner;  
" North 90° 00' 00" West a distance of 2783.64 feet to a 1/2" rebar with PS 26228 cap set for a Southwesterly corner;  
" North 00° 43' 48" East a distance of 2515.58 feet to a set 1/2" rebar with PS 26228 cap;  
" South 89° 47' 51" West a distance of 1054.82 feet to a 1/2" rebar with PS 26228 cap set for a Southwesterly corner;  
" North 02° 30' 45" East a distance of 1314.74 feet to the point of beginning.

#### LOT 11

A Tract of land situated in Section 19, Township 36 North, Range 2 West of the New Mexico Principal Meridian, Archuleta County, Colorado. Said Tract of land being a portion of Lot 11, East Peak Ranches, according to Survey File # S - 222, on file in the Archuleta County Recorders Office, Archuleta County, Colorado. Said Tract/Lot being more particularly described as follows:

BEGINNING at the West Quarter Corner of said Section 19, monumented by a B.L.M. 3/4" aluminum cap on a 2 1/2" aluminum pipe, cap in scripted: 1/4, S-19 / S-24, T36N, R2W / R2 1/2W, 1988, Cadastral, said point also being the Southwest corner of Lot 11, Eagle Peak Ranches, according to Survey File # S - 222 A.C. R.:

Thence North 02°12'46" East (basis of bearing for this legal description) along the West line of the Northwest quarter of said Section 19, a distance of 1319.83 feet to the Northwest corner of said Lot 11, said point being on the South line of Lot 13 A, according to Plat file # 575, A.C. R., monumented by a 5/8" rebar with a 2" aluminum

cap, in scripted: L-11, PLS 26228, (measured = N02°12'46"E, 1319.66');)

Thence South 86°28'55" East along the North line of said Lot 11 a distance of 52.61 feet to the centerline of a 60 foot wide road easement, said point also being the Southeast corner of Lot 13 A, not monumented, said point also being on a common line with Lot 13, according to Plat File # 575, A.C. R.;

The next 5 courses/calls are along the deed line of said Lot 11, Survey File # S - 222, and common to a portion of Lot 13 and Lot 12, according to Plat File # 575, A.C. R.

Thence Southeasterly along a curve concave to left a distance of 132.63 feet to a point of tangent, said curve having a radius of 500 feet, a central angle of 15°11'53", a chord bearing and distance of, South 43°50'24" East, 132.24 feet;

Thence South 51°26'20" East, 621.72 feet to a point of curve;

Thence Southeasterly along a curve concaved to the left a distance of 124.75 feet to a point of tangent, said curve having a radius of 600 feet, a central angle of 11°54'46", a chord bearing and distance of, South 57°23'43" East, 124.53 feet;

Thence South 63°21'06" East, 712.45 feet to a point of curve;

Thence Southeasterly along a curve concave to the right a distance of 166.73 feet to a point at the centerline of a 60 foot wide road easement, said point being common to Southwesterly corner of Lot 12, according to the "Amendment of replat of tracts of land, a portion of Eagle Peak Ranches" recorded at Plat File # 575, Archuleta County Recorder, said curve having a radius of 600 feet, a central angle of 15°55'17", a chord bearing and distance of South 55°23'28" East, 166.19 feet, not monumented;

Thence South 89°08'56" East along the Southerly line of Lot 12, according to Plat File # 575, A.C.R., a distance of 923.53 feet, monumented by a ½" rebar with a 1" plastic cap, PLS 26228, said point also being the Southeast corner of Lot 12, according to Plat File # 575, A.C. R., (measured = S89°07'41"E, 923.88')

Thence South 00°51'04" West, 330.81 feet to a point on the South line of said Lot 11, according to Survey File # S - 222, A.C. R., monumented by a ½" rebar with a 1" plastic cap, PLS 26228, (measured = S00°55'51"W, 330.84');

Thence North 89°08'56" West along the South line of said Lot 11, according to Survey File # S - 222, A.C. R., a distance of 1189.36 feet, monumented by a B.L.M. ¾" aluminum cap on a 2½" aluminum pipe, in scripted : C - W 1/16, S 19, 1989, Cadastral, said point also being the Northwest corner of Lot 10, Eagle Peak Ranches, according to Survey File # S - 222, A.C. R. (Measured = N89°09'52"W, 507.12', to a point on the easterly side of a 60 wide road easement, monumented by a ½" rebar with a 1" plastic cap, in scripted : PLS 26228 ; N89°06'50"W, 591.75');

Thence South 88°54'30" West along the East-West mid-section line of said Section 19, also being the South line of said Lot 11, according to Survey File # S - 222, A.C. R., a distance of 1289.43 feet to the POINT OF BEGINNING.  
(Measured = S88°54'30"W, 1289.43 feet).

#### LOT 12A

A tract of land lying in the N1/2, Section 19, Township 36 North, Range 2 West, N.M.P.M., Archuleta County, Colorado, and being more particularly described as follows:

BEGINNING at a rebar with cap stamped PS 26228 from which the N1/4 Corner of said Section 19 bears North 2° 30' 45" East, 1314.74 feet;

Thence North 89° 47' 51" East, 1054.82 feet to a rebar with 2 inch aluminum cap stamped PS 26228;  
" South 0° 43' 48" West, 1388.02 feet to a rebar with 2 inch aluminum cap stamped PS 26228;  
" North 89° 08' 56" West, 1195.40 feet to a rebar with 2 inch aluminum cap stamped PS 26228;  
" 0° 51' 04" East, 330.81 feet to a rebar with 2 inch aluminum cap stamped PS 26228;  
" North 37° 56' 19" East, 185.76 feet to a 5/8 inch rebar with 2 inch aluminum cap stamped LS 29758 set this survey;  
" Thence North 2° 30' 45" East, 890.00 feet to the point of beginning.

#### LOT 12C

A tract of land lying and being in the S1/2 of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M., being more particularly described as follows, to-wit:

BEGINNING at a 2-1/2" pipe with 2-1/2 " PS 26228 aluminum cap set at the 1/4 corner common to Sections 13 and 24;

Thence North 87° 55' 06" West a distance of 1463.13 feet to a 1/2" rebar with PS 26228 cap set for the Southwest corner;  
" North 00° 28' 02" East a distance of 2653.09 feet to a point on the Southerly boundary line of Teyuakan Subdivision, Phase Two according to the plat filed for record August 5, 1983 under Reception No. 117828 being marked by a 1/2" rebar with PS 26228 cap set for the Northwest corner;  
" South 87° 44' 50" East a distance of 1477.66 feet to a 5/8" rebar with 2-1/2" PS 26228 aluminum cap set for the center 1/4 of Section 13;  
" South 00° 46' 43" West a distance of 270.68 feet to a set 1/2" rebar with PS 26228 cap;  
" South 87° 44' 50" East a distance of 193.50 feet to a 1/2" rebar with PS 26228 cap set for a Northeasterly corner;  
" South 00° 46' 43" West a distance of 2377.05 feet to a 1/2" rebar with PS 26228 cap set for the Southeast corner;  
" North 87° 55' 06" West a distance of 193.49 to the point of beginning.

AND

A tract of land lying and being in Lot 4 (SW1/4SW1/4) of Section 18 and the N1/2 of Section 19, Township 36 North, Range 2 West, N.M.P.M., being more particular described as follows, to-wit:

BEGINNING at a Northeasterly corner, a 3-1/4"BLM aluminum cap found at the 1/4 corner common to Sections 18 & 19;

Thence South 02° 30' 45" West a distance of 1314.74 feet to a set 1/2" rebar with PS 26228 cap;  
" North 89° 47' 51" East a distance of 1054.82 feet to a 1/2" rebar with PS26228 cap set for a Northeasterly corner;  
" South 00° 43' 48" West a distance of 1388.02 feet to a 1/2" rebar with PS 26228 cap set for the Southeast corner;  
" North 88° 08' 56" West a distance of 2384.77 feet to a 3-1/4"BLM aluminum cap found at Center-West 1/16 corner of Section 19;  
" South 88° 53' 48" West a distance of 1289.20 feet to the Southwest corner, a 3-1/4" BLM aluminum cap found at the 1/4 corner common to Section 19, Township 36 North, Range 2 West, and Section 24, Township 36 North, Range 2-1/2 West;  
" North 02° 12' 46" East a distance of 1319.83 feet to a Northwesterly corner, a 5/8" rebar with 2" PS 26228 cap set for the north 1/16 corner of Sections 19 & 24;  
" South 86° 28' 55" East a distance of 491.70 feet to a set 1/2" rebar with PS 26228 cap;  
" North 2° 13' 31" East a distance of 2683.27 feet to the North boundary line of said Lot 4 Section 18, being marked by a 1/2" rebar with PS 26228 cap set for the Northwest corner;  
" North 88° 23' 53" East a distance of 777.70 feet along the North boundary line of said Lot 4 to a 3-1/4" BLM aluminum cap found at the Southwest 1/16 corner of Section 18;  
" South 01° 09' 25" West a distance of 1329.47 feet to a 3-1/4" BLM aluminum cap found at the West 1/16 corner of Sections 18 and 19;  
" North 88° 54' 50" East a distance of 1297.72 feet to the point of beginning.

LOT 13

A tract of land lying and being in the NW1/4 of Section 19 and the SW1/4 of Section 18, Township 36 North, Range 2 West, N.M.P.M. and the SE1/4 of Section 13 and the NE1/4 of Section 24, Township North, Range 2 1/2 West, Archuleta County, Colorado and being more particularly described as follows:

Beginning at the West 1/16 corner between Section 18 and Section 19 a standard BLM cap;

Thence South 88° 23' 29" West, 420.70 feet to a 5/8 inch rebar with 2 inch aluminum cap stamped LS 29758 set this survey;  
" South 48° 45' 00" West 899.94 feet to a 5/8 inch rebar with 2 inch aluminum cap stamped LS 29758 set this survey;  
" South 18° 34' 41" East, 788.88 feet to a 5/8 inch rebar with 2 inch aluminum cap stamped LS 29758 set this survey;  
" South 51° 20' 24" West, 293.71 feet to the centerline of an existing 60' wide access easement as described in Book 201 at Page 198, at the Archuleta County Clerk and Recorder's office dated August 5, 1983;  
" along said centerline North 51° 26' 20" West, 186.48 feet to a point;

- “ along the arc of a curve to the right 187.13 feet, said curve having a radius of 500 feet and chord bearing North 40° 43' 00" West, 188.04 feet to a point;  
“ along said centerline North 29° 59' 41" West, 136.13 feet to a point;  
“ departing said centerline North 55° 40' 38" East, 154.86 feet to a 5/8 inch rebar with 2 inch aluminum cap stamped LS 29758 set this survey;  
“ North 29° 02' 24" West, 1249.13 feet to a rebar with cap stamped PS 26228;  
“ North 0° 00' 00" East, 2372.30 feet to a rebar with cap stamped 26228;  
“ South 87° 44' 50" East 667.65 feet to rebar with cap stamped PS 26228;  
“ South 2° 14' 01" West, 1049.29 feet to a 3 1/4 inch standard BLM cap;  
“ North 88° 23' 53" East, 1270.38 feet to a 3 1/4 inch standard BLM cap;  
“ South 01° 09' 25" West, 1329.47 feet to a 3 1/4 inch standard BLM cap, the point of beginning.

#### LOT 13A

A tract of land lying in the Northeast Quarter of Section 24, Township 36 North, Range 2½ West and the Northwest Quarter of Section 19, Township 36 North, Range 2 West, N.M.P.M., Archuleta County, Colorado, being more particularly described a follows:

Beginning at the Southeast corner of Lot 13A, a rebar with cap stamped PS 26228 from which the East Quarter corner of Section 24 bears South 02°12'46" West, 1319.83 feet; Thence South 86°28'55" East, 52.65 feet to the centerline of an existing 60 foot wide access easement;  
Thence along the arc of a curve to the right on said centerline 54.57 feet, said curve having a radius of 500 feet and a chord bearing North 33°08'38" West, 54.54 feet to a point;  
Thence along said centerline North 29°59'41" West, 136.13 feet to a point;  
Thence departing said centerline North 55°40'38" East, 154.86 feet to a rebar with cap stamped LS 29758 set this survey;  
Thence North 29°02'24" West, 1249.13 feet to a rebar with cap stamped PS 26228;  
Thence North 87°55'06" West, 780.74 feet to a rebar with cap stamped PS 26228;  
Thence South 02°20'52" West, 1321.51 feet to a rebar with cap stamped PS 26228;  
Thence South 87°59'18" East, 1358.97 feet to the point of beginning.

#### LOT 15

A tract of land lying in and being a portion of SE1/4 of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M., being more particularly described from plat of Survey entitled "Eagle Peak Ranches", completed in December of 1993 by William H. Albert, PS No. 26228 and having as the basis of bearing North 00° 23' 25" East, (from Southwest corner of Section 31 to the West 1/4 corner of Section 31, Township 36 North, Range 2 West, from plat by Davis Engineering Services, dated 1/9/92) as follows:

BEGINNING at the Southwest corner of the herein described tract, a 1/2" rebar with PS 26228 cap whence a 3-1/4" BLM aluminum cap found at the 1/4 corner common to

Sections 13 and 24, Township 36 North, Range 2-1/2 West, bears North 87° 55' 06" West, a distance of 193.49 feet;

Thence North 00° 46' 43" East, a distance of 2377.05 feet to the Southerly boundary line of Lot 14 of Eagle Peak Ranches as described in Deed to John M. Huft and Teresa A. Zoller recorded January 4, 1994 as Reception No. 199400014; and marked by a 1/2" rebar with PS 26228 cap set for the Northwest corner of the herein described tract;

" South 87° 44' 50" East, a distance of 1911.00 feet along the Southerly boundary line of said Lot 14 to a 1/2" rebar with PS 26228 cap set for the Northeast corner of the herein described tract;

" South 00° 00' 00" West, a distance of 2372.30 feet to a 1/2" rebar with PS 26228 cap set for the Southeast corner of the herein described tract;

" North 87° 55' 06" West, a distance of 1943.10 feet to the Southwest corner of the herein described tract and point of beginning.

#### LOT 16-A1

A tract of land located in a portion of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M. being a portion of Lot 16, EAGLE PEAK RANCHES, as shown on the Plat deposited in the Office of the Archuleta County, Colorado, Clerk and Recorder under Survey Plat Number S222, being described as follows:

Beginning at the Northwest most corner of said Lot 16;

Thence S 87° 44' 16" E, 1477.65 feet along the north line to the Northeast Corner of said Lot 16;

Thence S 00° 46' 43" W, 270.68 feet along the easterly line to an angle point of said Lot 16;

Thence S 87° 44' 50" E, 193.50 feet along the north line of said Lot 16 to the Northeast most corner of said Lot 16;

Thence S 00° 46' 43" W, 565.30 feet along the east line of said Lot 16;

Thence N 89° 13' 17" W, 1437.73 feet;

Thence S 00° 28' 02" E, 1218.65 feet to the centerline of a sixty (60) foot wide roadway easement;

Thence S 88° 30' 58" W, 228.23 feet along the said centerline to the common lot line between Lot 16 and 17 as shown on said Survey Plat;

Thence N 00° 28' 04" E, 2106.89 feet along said common lot line to the point of beginning.

Contains 38.04 acres, more or less.

#### LOT 16-A2

A tract of land located in a portion of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M. being a portion of Lot 16, EAGLE PEAK RANCHES, as shown on the Plat deposited in the Office of the Archuleta County, Colorado, Clerk and Recorder under Survey Plat Number S222, being described as follows:

Beginning on the west line of Lot 16 as shown on the said Survey Plat from whence the Northwest Corner of said Lot 16 bears N 00° 46' 43" E, 565.30 feet;

Thence S 00° 46' 43" W, 964.07 feet along the east line of said Lot 16 to the centerline of sixty (60) foot wide roadway easement;  
Thence along the arc of a curve to the right with a delta angle of 26° 41' 10" and a radius of 286.72 feet for a distance of 133.54 feet, the long chord of which bears S 82° 30' 39" W, 132.34 feet along the said centerline;  
Thence N 84° 08' 46" W, 125.33 feet along the said centerline;  
Thence along the arc of a curve to the left with a delta angle of 54° 13' 55" and a radius of 255.57 feet for a distance of 241.90 feet, the long chord of which bears S 68° 44' 16" W, 232.97 feet along the said centerline;  
Thence S 41° 37' 19" W, 176.99 feet along the said centerline;  
Thence along the arc of a curve to the right with a delta angle of 57° 03' 34" and a radius of 274.14 feet for a distance of 273.01 feet, the long chord of which bears S 70° 09' 06" W, 261.87 feet along the said centerline;  
Thence N 81° 19' 07" W, 420.26 feet along the said centerline;  
Thence along the arc of curve to the left with a delta angle of 10° 16' 43" and a radius of 1018.62 feet for a distance of 182.74 feet, the long chord of which bears N 86° 20' 40" W, 182.49 feet along the said centerline;  
Thence N 00° 28' 02" E, 1218.65 feet;  
Thence S 89° 13' 17" E, 1437.73 feet, to the point of beginning.  
Contains 37.99 acres, more or less.

#### LOT 16-B

A tract of land located in a portion of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M., being a portion of Lots 16 and 17, Eagle Peak Ranches (said Lot 16 was described under the first tract in Correction Warranty Deed recorded March 15, 1994 as Reception No. 1994002253 and said Lot 17 was described under Tract II in Warranty Deed recorded March 15, 1994 as Reception No. 1994002252) as shown on the Plat deposited in the Office of the Archuleta County, Colorado, Clerk and Recorder under Survey Plat Number S222, being more particularly described as follows:

BEGINNING at the Southeast most corner of said Lot 16, Eagle Peak Ranches:

Thence North 87° 55' 06" West, 193.49 feet along the south line of said Lot 16 to the South 1/4 Corner of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M.;

- " North 87° 55' 23" West, 1463.12 feet along the south line of said Lot 16;
- " North 87° 54' 38" West, 1108.05 feet along the south line of said Lot 17;
- " North 02° 31' 35" West, 177.85 feet to the centerline of a sixty (60) foot wide roadway easement;
- " along the arc of a curve to the right with a delta angle of 12° 58' 26" and a radius of 480.80 feet for a distance of 108.87 feet, the long chord of which bears North 57° 24' 34" East, 108.64 feet along the said centerline;
- " North 64° 02' 51" East, 502.75 feet along the said centerline;
- " along the arc of a curve to the right with a delta angle of 23° 41' 51" and a radius of 385.50 feet for a distance of 159.44 feet, the long chord of which bears North 75° 44' 42" East, 158.31 feet along the said centerline;



- “ North 88° 30' 58" East, 650.97 feet along the said centerline  
“ along the arc of a curve to the right with a delta angle of 10° 16' 43" and a radius of 1018.62 feet for a distance of 182.74 feet, the long chord of which bears North 86° 20' 40" East, 182.49 feet along the said centerline;  
“ South 81° 19' 07" East, 420.26 feet along the said centerline;  
“ along the arc of a curve to the left with a delta angle of 57° 03' 34" and a radius of 274.14 feet for a distance of 273.01 feet, the long chord of which bears North 70° 09' 06" East, 261.87 feet along the said centerline;  
“ North 41° 37' 19" East, 176.99 feet along the said centerline;  
“ along the arc of a curve to the right with a delta angle of 54° 13' 55" and a radius of 255.57 feet for a distance of 241.90 feet, the long chord of which bears North 68° 44' 16" East, 232.97 feet along the said centerline;  
“ South 84° 08' 46" East, 125.33 feet along the said centerline;  
“ along the arc of a curve to the left with a delta angle of 25° 41' 10" and a radius of 286.72 feet for a distance of 133.54 feet, the long chord of which bears North 82° 30' 39" East, 132.34 feet along the said centerline to the east line of said Lot 16;  
“ South 00° 46' 43" West, 847.68 feet along the said east line to the point of beginning.

**LOT 17-A&B**

**TRACT I:**

A tract of land located in a portion of Section 13, Township 36 North, Range 2-1/2 West, N.M.P.M., being a portion of Lot 17, EAGLE PEAK RANCHES, as shown on the plat deposited in the Office of the Archuleta County, Colorado Clerk and Recorder under Survey Plat Number S222, being described as follows:

BEGINNING at the Northeast most corner of Lot 17, Eagle Peak Ranches (said Lot 17 more particularly described under Tract III in Warranty Deed recorded March 15, 1994 as Reception No. 1994002252);

Thence South 01° 06' 02" West, 41.94 feet along the east line of said Lot 17;

- “ South 00° 28' 04" West, 2106.89 feet along the east line of said Lot 17 to the centerline of a 60 foot wide roadway easement  
“ South 88° 30' 58" West, 422.74 feet along the said centerline  
“ along the arc of a curve to the left with a delta angle of 23° 41' 51" and a radius of 385.50 feet for a distance of 159.44 feet, the long chord of which bears South 75° 44' 42" West, 158.31 feet along the said centerline;  
“ South 64° 02' 51" West, 446.74 feet along the said centerline;  
“ North 00° 10' 37" East, 2397.25 feet to the north line of said Lot 17, also being a point on the Southerly boundary line of Teyuakan Subdivision, Phase Two according to the plat filed for record August 5, 1983 under Reception No. 117828;



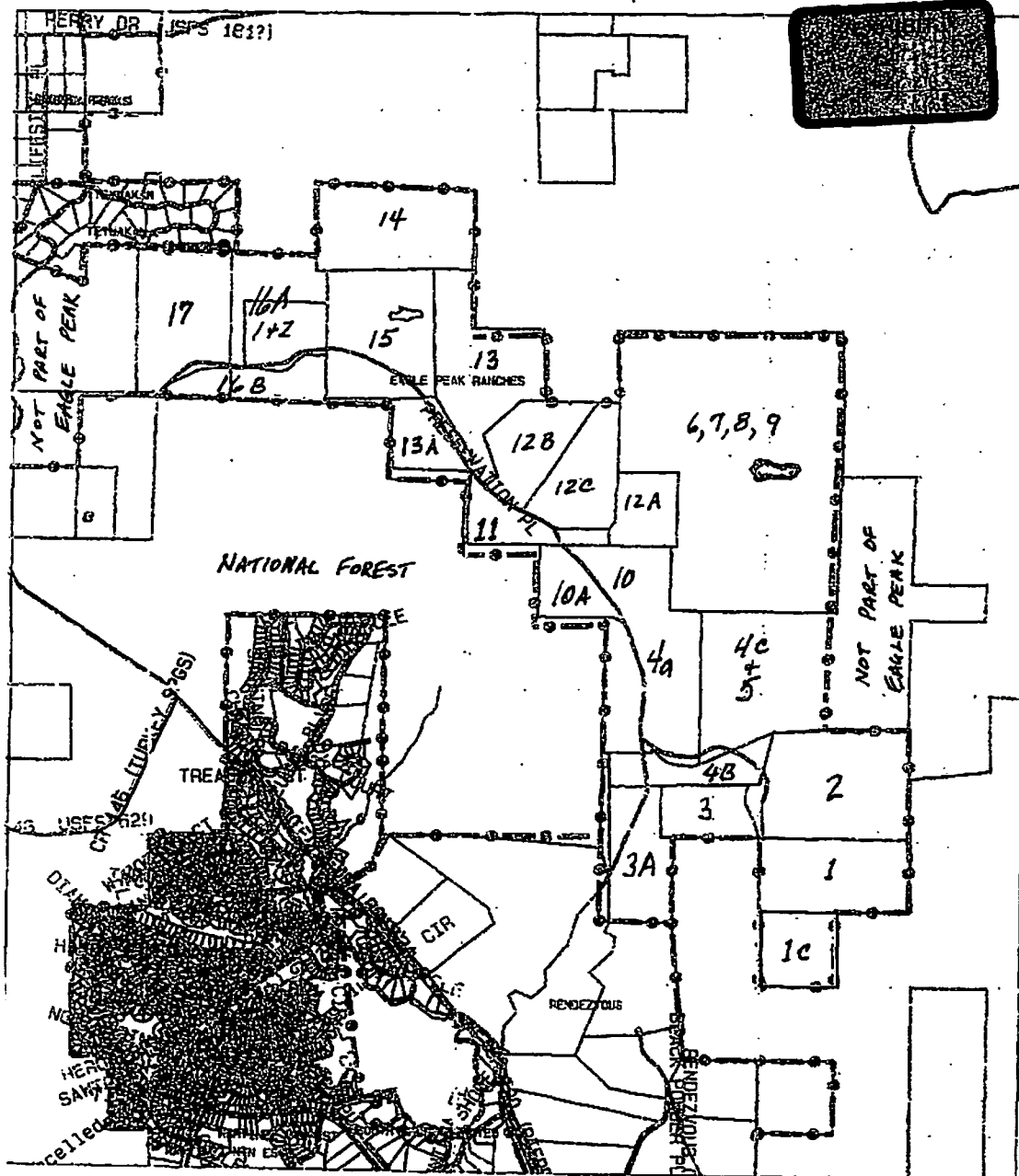
- “ South 89° 49' 23" East, 988.32 feet along the said north line of Lot 17 and the southerly boundary line of Teyuakan Subdivision, Phase Two, to the point of beginning.

**TRACT II:**

A tract of land located in a portion of Sections 13 and 14, Township 36 North, Range 2-1/2 West, N.M.P.M., being a portion of Lot 17, EAGLE PEAK RANCHES, as shown on the plat deposited in the Office of the Archuleta County, Colorado Clerk and Recorder under Survey Plat Number S222, being described as follows:

**BEGINNING** at the Northwest most corner of said Lot 17, Eagle Peak Ranches (said Lot 17 more particularly described under Tract III in Warranty Deed recorded March 15, 1994 as Reception No. 1994002252);

- Thence South 89° 49' 23" East, 654.46 feet along the north line of said Lot 17 and the Southerly boundary line of Teyuakan Subdivision, Phase Two according to the plat filed for record August 5, 1983 under Reception No. 117828;
- “ South 00° 10' 37" West, 2397.25 feet to the centerline of a 60 foot wide roadway easement;
- “ South 64° 02' 51" West, 56.01 feet along the said centerline;
- “ along the arc of a curve to the left with a delta angle of 12° 58' 26" and a radius of 480.80 feet for a distance of 108.87 feet, the long chord of which bears South 57° 24' 33" West, 108.64 feet along the said centerline;
- “ South 02° 31' 35" East, 177.85 feet to the south line of said Lot 17;
- “ North 87° 54' 38" West, 140.52 feet along the said south line to the Southwest corner of Section 13, Township 35 North, Range 2-1/2 West, N.M.P.M.
- “ South 89° 42' 59" West, 372.60 feet along said south line to the Southeast corner of Lot 18 of Eagle Peak Ranches as described in Deed to David A. Kuhn and Elizabeth J. Kuhn recorded January 20, 1994 as Reception No. 1994000961 and marked by a 1/2" rebar with PS 26228 cap set for the Southwest corner.
- “ North 00° 00' 02" East, 2656.69 feet along the west line of said Lot 17 to the point of beginning.



Scale 1"= 2200 ft

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June Madrid  
Archuleta County

This map is for informational purposes only. It is not a warranty, nor a guarantee. It is not a substitute for a professional survey. It is not a substitute for a professional survey. It is not a substitute for a professional survey.

BEST AVAILABLE IMAGE  
AT TIME OF SCANNING.