

200100351927
Filed for Record in
HUERFANO COUNTY, COLO
JUDY BENINE
12-28-2001 at 11:21 am.
COVENANTS 120.00
2001 288 1.00

PROHIBITION AGAINST MINERAL DEVELOPMENT COVENANT

THIS PROHIBITION AGAINST MINERAL DEVELOPMENT COVENANT ("Covenant") is entered into this 21st day of December, 2001 by Cuchara River, LLC, a Colorado limited liability company ("Company").

RECITALS:

A. The Company owns certain real property known as "Cuchara River Estates" and "Raspberry Mountain Ranch," formerly known as a portion of "Goemmer Ranch," located in Huerfano County, CO as more particularly described on Exhibit A attached hereto and incorporated herein (collectively, "Property").

B. The Company owns certain minerals and mineral rights, including surface and sub-surface rights, oil, gas and constituents thereof, relating to, or arising out of, the Property (collectively, "Mineral Estate") conveyed to the Company by the following mineral deeds and recorded in the Huerfano County, CO real estate records (collectively, "Mineral Deeds"):

<u>Mineral Deed</u>	<u>Recording Information</u>
Special Warranty Mineral Deed	March 12, 1999 Reception No. 338379
Special Warranty Mineral Deed	March 12, 1999 Reception No. 338378
Quit Claim Mineral Deed	March 12, 1999 Reception No. 338380
Special Warranty Mineral Deed	January 25, 2001 Reception No. 347546.

Copies of the Mineral Deeds described above are attached hereto as Exhibit B and incorporated herein.

C. The Company has conveyed to third party purchasers an undivided 60% of the Mineral Estate relating to, or arising out of, portions of the Property described as follows: Tracts 1, 2, 6, 9, 10, 12, 13, 15 and 16 of Cuchara River Estates, Amendment No. 1, according to the map recorded September 29, 2000 at Reception No. 346143 as Map No. 434 in the Huerfano County, CO real estate records, and Tracts, 1, 2 and 6, Raspberry Mountain Ranch Filing No. 1, according to the map recorded February 14, 2001 at Reception No. 347789 as Map No. 436 in the Huerfano County, CO real estate records ("60% Mineral Estate"). The Company retains and currently holds an undivided 40% of the Mineral Estate relating to, or arising out of, the foregoing described portions of the Property in this Recital C ("Conveyed Parcels").

D. The Company desires to prohibit the development of the Mineral Estate in order to, among other things, preserve and protect the value of the Property and to ensure the continued aesthetic quality of the Property, subject to the express terms and provisions below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby incorporated, the Company agrees as follows:

1. Incorporation. The above Recitals are hereby incorporated herein as if fully set forth in this section.

2. Prohibition. Subject to Section 4 below, from and after the date of this Covenant, the Mineral Estate (or any portion thereof) shall not be developed or leased in any form whatsoever. This prohibition against development of the Mineral Estate shall be irrevocable and shall include, without limitation, no surface mining, no oil or gas exploration, and no drilling or taking of core samples beneath the surface of the Property to extract any portion of the Mineral Estate.

3. Duration, Binding Effect. This Covenant shall be perpetual in nature, shall run with, and be appurtenant to, the Property, shall be binding upon the Property and all present and future owners, lessors, lessees, permittees, guests, invitees, successors and assigns of the Property, and shall inure to the benefit of all present and future owners, lessors, lessees, permittees, guests, invitees, successors and assigns of the Property. Any owner, lessor or lessee expressly assumes and covenants, effective upon the conveyance of any portion of the Property, to be bound by all the terms, covenants and conditions of this Covenant thereafter.

4. Application. Notwithstanding anything contained herein to the contrary, this Covenant shall not apply to the 60% Mineral Estate previously conveyed relating to, or arising out of, the Conveyed Parcels. This Covenant shall apply, burden and effect the undivided 40% Mineral Estate relating to, or arising out of, the Conveyed Parcels. In addition to the foregoing, notwithstanding anything contained herein to the contrary, this Covenant shall not apply to any mineral rights or interests relating to, or arising out of, certain real property located in Huerfano County, CO known as the "Headquarter Tract" or "Common Area" as more particularly described on Exhibit C attached hereto and incorporated herein.

5. Miscellaneous.

A. Amendments. No amendment to this Covenant shall be effective unless signed in writing by the Company.

B. Costs of Enforcement. In any action to enforce this Covenant, collect damages or pursue other relief as a result of a breach hereof, whether in a court of law or equity, or otherwise, the prevailing party shall be entitled to collect all of its costs and expenses (whether legal or otherwise), including attorney's fees, the costs of investigation, settlement, expert

witnesses, additional costs incurred in enforcing this Covenant or enforcing and collecting any judgment rendered hereon and interest at the highest rate permitted by law.

C. Severability. If any provision of this Covenant, or the application of such provision to any person or circumstance, is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the remaining provisions hereof or the application of such provisions to person or circumstance other than those to which it is held invalid, and in lieu of each such provision, there shall be substituted a new provision as similar as possible to the provision declared invalid, illegal or unenforceable.

D. Waiver. Any waiver of a breach of any provision of this Covenant shall not operate or be construed as a waiver of any subsequent breach of any party.

E. Time of Essence. Time is of the essence to this Covenant.

IN WITNESS WHEREOF, the Company has executed this Covenant the date written above.

Cuchara River, LLC,
a Colorado limited liability company

By: Adelle M. Swift
Its: Business Manager

STATE OF COLORADO)
) ss.
COUNTY OF Fremont)

Jamie S. Murray, Notary Public
State of Colorado
My Commission Expires 8/1/2005

The above and foregoing Prohibition Against Mineral Development Covenant was acknowledged before me this 24 day of December, 2001 by Adelle M. Swift, as Business Manager of Cuchara River, LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 8/1/2005

Jamie S. Murray
Notary Public



EXHIBIT A

Legal Description

Parcel 1

Tracts 3, 4, 5, 7, 8, 11 and 14 of Cuchara River Estates, Amendment No. 1, according to the map recorded September 29, 2000 at Reception No. 346143 as Map No. 434 of the Huerfano County, CO real estate records.

EXHIBIT A

Legal Description

Parcel 2

Tracts 3, 4, 5 and 7 through 14, inclusive, Raspberry Mountain Ranch Filing No. 1, according to the map recorded February 14, 2001 at Reception No. 347789 as Map No. 436 of the Huerfano County, CO real estate records.

EXHIBIT A

Legal Description

Parcel 3 See attached.

RASPBERRY MOUNTAIN RANCH - REVISED BOUNDARY DESCRIPTION

A TRACT OF LAND LYING IN PART OF SECTIONS 7, TOWNSHIP 30 SOUTH, RANGE 68 WEST, AND IN PART OF SECTIONS 11, 12, 13 AND 14, TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUBRFANO, STATE OF COLORADO, BEING A PART OF THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN SAID SECTION 12 AND SECTION 7, SAID POINT BEING ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD, AN ACCESS ROAD IN CUCHARA RIVER ESTATES, AMENDMENT 1, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS S 00°06'31" E, 522.09 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (18) COURSES:

- 1) S 58°50'02" W, 14.61 FEET TO A POINT;
- 2) S 65°26'08" W, 256.87 FEET TO A POINT;
- 3) S 66°37'43" W, 140.13 FEET TO A POINT;
- 4) S 47°52'01" W, 172.85 FEET TO A POINT;
- 5) S 14°09'39" W, 275.87 FEET TO A POINT;
- 6) S 14°01'42" W, 90.58 FEET TO A POINT;
- 7) S 01°41'09" W, 71.18 FEET TO A POINT;
- 8) S 02°57'08" W, 1017.76 FEET TO A POINT;
- 9) S 24°02'05" E, 226.97 FEET TO A POINT;
- 10) S 09°01'03" W, 104.35 FEET TO A POINT;
- 11) S 17°33'20" W, 118.12 FEET TO A POINT;
- 12) S 12°32'47" E, 265.44 FEET TO A POINT;
- 13) S 12°48'05" W, 368.66 FEET TO A POINT;
- 14) S 09°18'04" E, 129.51 FEET TO A POINT;
- 15) S 08°39'01" E, 249.52 FEET TO A POINT;
- 16) S 25°23'28" W, 132.07 FEET TO A POINT;
- 17) S 43°22'48" W, 73.30 FEET TO A POINT;
- 18) S 01°02'54" E, 63.93 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY LINE OF SAID MOUNTAIN VALLEY ROAD, S 16°15'19" W, 1255.87 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE ALONG THE SAID SOUTH LINE, S 88°42'31" W, 3714.03 FEET TO A POINT; THENCE N 14°15'12" W, 397.71 FEET TO A POINT; THENCE S 88°25'39" W, 478.07 FEET TO A POINT; THENCE N 88°32'02" W, 1769.76 FEET TO A POINT; THENCE N 01°15'18" E, 990.98 FEET TO A POINT; THENCE N 88°46'44" W, 1554.59 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE ALONG THE WEST LINE OF SAID TRACT, N 28°56'24" E, 146.29 FEET TO A POINT; THENCE N 70°51'42" E, 161.11 FEET TO A POINT; THENCE N 27°17'54" E, 145.34 FEET TO A POINT; THENCE N 41°55'06" E, 236.11 FEET TO A POINT; THENCE N 32°18'52" E, 145.32 FEET TO A POINT; THENCE N 10°20'51" W, 125.62 FEET TO A POINT; THENCE N 23°57'08"

E, 228.69 FEET TO A POINT; THENCE N 07°40'02" E, 223.71 FEET TO A POINT; THENCE N 09°15'22" W, 478.08 FEET TO A POINT; THENCE N 33°31'01" E, 162.47 FEET TO A POINT; THENCE N 22°55'57" E, 178.06 FEET TO A POINT; THENCE N 15°59'25" E, 222.73 FEET TO A POINT; THENCE N 12°33'26" E, 233.06 FEET TO A POINT; THENCE N 40°51'46" E, 176.50 FEET TO A POINT; THENCE S 08°56'17" E, 265.07 FEET TO A POINT; THENCE N 36°18'10" E, 288.79 FEET TO A POINT; THENCE N 21°53'55" W, 2145.97 FEET TO A POINT; THENCE N 12°29'42" W, 661.86 FEET TO A POINT; THENCE N 30°36'31" W, 1819.79 FEET TO A POINT, SAID POINT BEING ON THE NORTH LINE OF THE SE1/4NW1/4 OF SAID SECTION 11; THENCE S 88°15'43" E, 1314.65 FEET TO THE NC1/16 CORNER OF SAID SECTION 11; THENCE S 88°15'39" E, 2618.16 FEET TO THE N1/16 CORNER COMMON TO SECTIONS 11 AND 12; THENCE N 88°54'10" E, 2708.83 FEET TO THE NC1/16 CORNER OF SAID SECTION 12; THENCE N 88°54'17" E, 2697.46 FEET TO THE N1/16 CORNER COMMON TO SECTION 12 AND SECTION 7; THENCE N 88°59'39" E, 3000.97 TO A POINT ON THE WEST LINE OF SAID CUCHARA RIVER ESTATES, AMENDMENT 1; THENCE ALONG THE WEST LINE OF SAID CUCHARA RIVER ESTATES, AMENDMENT 1, S 47°21'24" W, 1458.66 FEET TO A POINT ON THE WESTERLY LINE OF SAID MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID ROAD THE FOLLOWING (16) COURSES:

- 1) S 05°40'03" W, 114.36 FEET TO A POINT;
- 2) S 09°12'42" W, 419.81 FEET TO A POINT;
- 3) S 00°24'35" E, 335.01 FEET TO A POINT;
- 4) S 00°39'23" W, 197.38 FEET TO A POINT;
- 5) S 12°09'56" W, 126.07 FEET TO A POINT;
- 6) S 03°48'23" E, 145.88 FEET TO A POINT;
- 7) S 19°48'45" E, 134.17 FEET TO A POINT;
- 8) S 28°59'08" W, 154.20 FEET TO A POINT;
- 9) S 58°43'08" W, 301.15 FEET TO A POINT;
- 10) S 58°57'41" W, 315.17 FEET TO A POINT;
- 11) S 73°44'07" W, 188.98 FEET TO A POINT;
- 12) S 67°49'18" W, 379.88 FEET TO A POINT;
- 13) S 77°31'31" W, 183.97 FEET TO A POINT;
- 14) S 59°14'40" W, 355.12 FEET TO A POINT;
- 15) S 46°26'20" W, 103.18 FEET TO A POINT;
- 16) S 53°50'02" W, 192.41 FEET TO THE POINT OF BEGINNING, CONTAINING 1528.40 ACRES.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT OF LAND THE E1/2SE1/4, SECTION 11, TOWNSHIP 20 SOUTH, RANGE 69 WEST OF THE 6th P.M., AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER, CONTAINING 80.92 ACRES.

TOTAL ACRES IN RASPRRP Y MOUNTAIN RANCH: 1,528.40 ACRES - 80.92 ACRES = 1447.48 ACRES TOTAL.

RASPBERRY MOUNTAIN RANCH - PHASE 1 BOUNDARY

A TRACT OF LAND LYING IN PART OF THE SW1/4, SECTION 7, TOWNSHIP 30 SOUTH, RANGE 68 WEST, AND IN PART OF SECTIONS 12 AND 13 TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6th P.M., COUNTY OF HUERFANO, STATE OF COLORADO, BEING A PART OF THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEMMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR MR. J. LOWELL GOEMMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LINE BETWEEN SAID SECTION 12 AND SECTION 7, SAID POINT BEING ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD, AN ACCESS ROAD IN CUCHARA RIVER ESTATES, AMENDMENT 1, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS S 00°06'31" E, 522.09 FEET; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (18) COURSES:

- 1) S 58°50'02" W, 14.61 FEET TO A POINT;
- 2) S 65°25'08" W, 256.87 FEET TO A POINT;
- 3) S 66°37'43" W, 140.13 FEET TO A POINT;
- 4) S 47°52'01" W, 172.85 FEET TO A POINT;
- 5) S 14°09'39" W, 275.87 FEET TO A POINT;
- 6) S 14°01'42" W, 90.58 FEET TO A POINT;
- 7) S 01°41'09" W, 71.18 FEET TO A POINT;
- 8) S 02°57'08" W, 1017.76 FEET TO A POINT;
- 9) S 24°02'05" E, 226.97 FEET TO A POINT;
- 10) S 09°01'03" W, 104.35 FEET TO A POINT;
- 11) S 17°53'20" W, 118.12 FEET TO A POINT;
- 12) S 12°32'47" E, 255.44 FEET TO A POINT;
- 13) S 12°48'05" W, 368.66 FEET TO A POINT;
- 14) S 09°18'04" E, 129.51 FEET TO A POINT;
- 15) S 08°39'01" E, 249.52 FEET TO A POINT;
- 16) S 25°23'28" W, 132.67 FEET TO A POINT;
- 17) S 43°22'48" W, 73.30 FEET TO A POINT;
- 18) S 01°02'54" E, 63.93 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY LINE OF SAID MOUNTAIN VALLEY ROAD, S 16°15'19" W, 1255.87 FEET TO A POINT ON THE SOUTH LINE OF THAT TRACT OF LAND AS SHOWN ON SAID "GOEMMER RANCH" PLAT; THENCE ALONG THE SAID SOUTH LINE, S 68°42'31" W, 3405.59 FEET TO A POINT; THENCE DEPARTING THE SAID SOUTH LINE, N 04°08'16" W, 1497.39 FEET TO A POINT; THENCE N 25°08'04" W, 1239.77 FEET TO A POINT; THENCE N 71°29'00" E, 1170.79 FEET TO A POINT ON THE CENTERLINE OF LONGHORN ROAD; THENCE ALONG THE CENTERLINE OF SAID LONGHORN ROAD THE FOLLOWING (2) COURSES:

- 1) N 23°55'56" W, 182.40 FEET TO A POINT;
- 2) N 22°17'29" W, 260.13 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID LONGHORN ROAD, N 52°00'09" E, 1199.40 FEET TO A POINT; THENCE N 26°54'24" W, 747.20 FEET TO A POINT; THENCE N 68°02'46" E, 1917.99 FEET TO A POINT; THENCE N 68°24'32" E, 2874.03 FEET TO A POINT IN THE CENTERLINE OF MULESHOE ROAD; THENCE ALONG THE CENTERLINE OF SAID MULESHOE ROAD THE FOLLOWING (3) COURSES:

- 1) S 39°26'29" E, 336.57 FEET TO A POINT;
- 2) S 48°32'41" E, 464.55 FEET TO A POINT;
- 3) S 50°22'12" E, 424.02 FEET TO A POINT,

SAID POINT BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF SAID MULESHOE ROAD AND THE WESTERLY LINE OF SAID MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID ROAD THE FOLLOWING (10) COURSES:

- 1) S 19°48'45" E, 45.97 FEET TO A POINT;
- 2) S 28°59'08" W, 154.20 FEET TO A POINT;
- 3) S 58°43'08" W, 301.15 FEET TO A POINT;
- 4) S 58°57'41" W, 315.17 FEET TO A POINT;
- 5) S 73°44'07" W, 188.98 FEET TO A POINT;
- 6) S 67°49'18" W, 389.88 FEET TO A POINT;
- 7) S 77°31'31" W, 183.97 FEET TO A POINT;
- 8) S 59°14'40" W, 358.12 FEET TO A POINT;
- 9) S 46°26'20" W, 103.18 FEET TO A POINT;
- 10) S 58°50'02" W, 192.41 FEET TO THE POINT OF BEGINNING, CONTAINING 498.15 ACRES.

excluding and excepting therefrom the following described real property: Tracts 3, 4, 5 and 7 through 14, inclusive, Raspberry Mountain Ranch Filing No. 1, according to the map recorded February 14, 2001 at Reception No. 347789 as Map No. 436 of the Huerfano County, CO real estate records.

EXHIBIT B

Mineral Deeds

1. Special Warranty Mineral Deed dated March 12, 1999 from Goemmer Mineral to Cuchara River, LLC, a Colorado limited liability company
2. Special Warranty Mineral Deed dated March 12, 1999 from J. Lowell Goemmer and Karen R. Goemmer to Cuchara River, LLC, a Colorado limited liability company
3. Quit Claim Mineral Deed dated March 12, 1999 from Goemmer Land & Livestock, a Colorado limited partnership to Cuchara River, LLC, a Colorado limited liability company
4. Special Warranty Mineral Deed dated January 10, 2000 from Goemmer Mineral Company, a Colorado general partnership to Cuchara River, LLC, a Colorado limited liability company
5. Special Warranty Deed dated January 16, 2001 from Goemmer Mineral Company, a Colorado general partnership to Cuchara River, LLC, a Colorado limited liability company



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1 of 2 R 11.00 D 25.50 Huerfano Co.

SPECIAL WARRANTY MINERAL DEED

Instrument
200100351997

GOEMMER MINERAL COMPANY, a Colorado general partnership, whose address is P.O. Box 25, LaVeta, Colorado 81055, here referred to as grantor, in consideration of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00) and other good and valuable consideration, receipt of which is acknowledged, hereby grants, conveys, and delivers to Cuchara River, LLC, a Colorado limited liability company, whose address is 225 East Cheyenne Mountain Blvd., Colorado Springs, Colorado 80906, here referred to as grantee, and to grantee's successors and assigns forever, an undivided sixty percent (60%) of all of grantor's right title and interest in and to all minerals of any and all kinds whatsoever which were conveyed to grantor by that certain Bargain and Sale Deed made on August 8, 1980 and recorded in Huerfano County records in Book 358 at Page 205 on August 26, 1980 in and under and that may be produced from the following described land in Huerfano County, Colorado:

TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

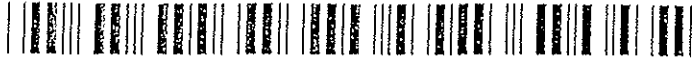
- SECTION 10: S $\frac{1}{2}$ NE $\frac{1}{4}$;E $\frac{1}{2}$ SE $\frac{1}{4}$
- SECTION 11: SW $\frac{1}{4}$;S $\frac{1}{2}$ N $\frac{1}{2}$;W $\frac{1}{2}$ SE $\frac{1}{4}$
- SECTION 12: S $\frac{1}{2}$ N $\frac{1}{2}$;S $\frac{1}{2}$
- SECTION 13: ALL
- SECTION 14: E $\frac{1}{2}$;E $\frac{1}{2}$ W $\frac{1}{2}$;W $\frac{1}{2}$ NW $\frac{1}{4}$
- SECTION 24: W $\frac{1}{2}$ NW $\frac{1}{4}$;NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

- SECTION 7: S $\frac{1}{2}$ NW $\frac{1}{4}$;SW $\frac{1}{4}$;SW $\frac{1}{4}$ NE $\frac{1}{4}$, AND THAT PART OF THE SE $\frac{1}{4}$ LYING WEST OF COLORADO STATE HIGHWAY NO. 12.
- SECTION 18: ALL THAT PART OF SAID SECTION LYING WEST OF COLORADO STATE HIGHWAY NO. 12.

EXCEPTING THEREFROM THE FOLLOWING:

- 1) PARCEL SOLD TO NELSON IN BOOK 390 PAGE 229
- 2) PARCEL SOLD TO PASCOE IN BOOK 390 PAGE 590
- 3) PARCEL SOLD TO GRACE IN BOOK 390 PAGE 971
- 4) PARCEL SOLD TO CANTRELL IN BOOK 399 PAGE 835
- 5) PARCEL SOLD TO GRACE IN BOOK 400 PAGE 35
- 6) PARCEL SOLD TO CANTRELL RECEPTION NO. 329192
- 7) PARCEL SOLD TO CANTRELL RECEPTION NO. 329215
- 8) THE RESIDENCE PROPERTY LOCATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 7 AS DESCRIBED IN DEED RECORDED AUGUST 10, 1970 IN BOOK 321, PAGE 109 (ALSO SET FORTH AS RECORDED IN BOOK 333, PAGE 580 AND IN BOOK 332, PAGE 469;



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2 of 2 R 11.00 D 25.50 Huerfano Co.

Instrument
209100351997

AND ALSO EXCEPTING therefrom all COAL RESERVATIONS AND OTHER MINERAL RIGHTS AS RESERVED IN PATENTS FROM THE UNITED STATES OF AMERICA AND QUIT CLAIM DEED OF COAL AND COAL RIGHTS TO THE UNITED STATES OF AMERICA IN BOOK 75 PAGE 205.

To have and to hold the above-described mineral estate, together with all its rights and appurtenances in any way belonging, to grantee and grantee's successors and assigns forever.

Grantor binds itself and its successors to warrant and forever defend the title to the above-described mineral estate against all persons claiming by, through or under grantor, but not otherwise.

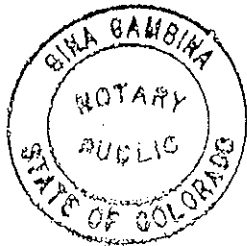
In witness whereof, grantor has executed this deed at LaVeta, Colorado on March 12, 1999.

GOEMMER MINERAL COMPANY

By J. Lowell Goemmer
J. Lowell Goemmer
Managing Partner

STATE OF COLORADO)
)ss.
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 12th day of March, 1999 by J. Lowell Goemmer, Managing Partner.



Gina Gambina
Notary Public
My Commission expires: 4-15-02

SPECIAL WARRANTY MINERAL DEED

J. Lowell Goemmer and Karen R. Goemmer, whose address is P.O. Box 25, LaVeta, Colorado 81055, here referred to as grantors, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, hereby grant, convey, and deliver to Cuchara River, LLC, a Colorado limited liability company, whose address is 225 East Cheyenne Mountain Blvd., Colorado Springs, Colorado 80906, here referred to as grantee, and to grantee's successors and assigns forever, all of grantors' right title and interest in and to all minerals of any and all kinds whatsoever which were conveyed to grantor by that certain WARRANTY Deed made on March 12, 1999 and recorded in Huerfano County records in Book Reception # 338376 at Page on 03-12-99 in and under and that may be produced from the following described land in Huerfano County, Colorado:

TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

SECTION 7: THAT PART OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 7 BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SECTION 7 AND ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 12 FROM WHICH POINT THE SOUTHEAST CORNER OF SECTION 7 BEARS NORTH 89 DEGREES 25' EAST; 682 FEET THENCE FROM POINT OF BEGINNING SOUTH 89 DEGREES 25' WEST ALONG SOUTH LINE OF SECTION 7, 412.7 FEET CROSSING CUCHARA RIVER TO A POINT, THENCE NORTH ZERO DEGREES 35' WEST CROSSING A CHANNEL OF CUCHARA RIVER 167 FEET TO A POINT, THENCE NORTH 41 DEGREES 46' EAST 115.4 FEET TO A POINT, THENCE NORTH 4 DEGREES 15' EAST 81.6 FEET TO A POINT, THENCE SOUTH 67 DEGREES 56' EAST CROSSING THE CUCHARA RIVER 216.8 FEET TO A POINT, THENCE NORTH 89 DEGREES 25' EAST 122 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 12, THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 12, 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

COUNTY OF HUERFANO, STATE OF COLORADO

EXCEPTING therefrom all COAL RESERVATIONS AND OTHER MINERAL RIGHTS AS RESERVED IN PATENTS FROM THE UNITED STATES OF



AMERICA AND QUIT CLAIM DEED OF COAL AND COAL RIGHTS TO THE UNITED STATES OF AMERICA IN BOOK 75 PAGE 205.

To have and to hold the above-described mineral estate, together with all its rights and appurtenances in any way belonging, to grantee and grantee's successors and assigns forever.

Grantors bind themselves and their heirs, successors and assigns to warrant and forever defend the title to the above-described mineral estate against all persons claiming by, through or under grantors, but not otherwise.

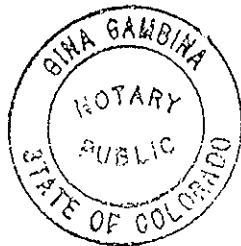
In witness whereof, grantors have executed this deed at LaVeta, Colorado on March 12, 1999.

J. Lowell Goemmer
J. Lowell Goemmer

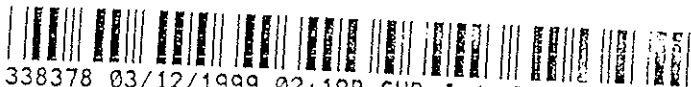
Karen R. Goemmer
Karen R. Goemmer

STATE OF COLORADO)
)ss.
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 12th day of March, 1999 by J. Lowell Goemmer and Karen R. Goemmer.



Bina Gambina
Notary Public
My Commission expires: 4/15/02



338378 03/12/1999 02:19P SWD Judy Benine
2 of 2 R 11.00 D 0.00 Huerfano Co.



338380 03/12/1999 02:19P QCD Judy Benline
 1 of 3 R 16.00 D 0.00 Huerfano Co.

QUIT CLAIM MINERAL DEED

Instrument
 200100351997

GOEMMER LAND & LIVESTOCK, a Colorado limited partnership, whose address is P.O. Box 25, LaVeta, Colorado 81055, here referred to as grantor, in consideration of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, hereby grants, conveys, and delivers to Cuchara River, LLC, a Colorado limited liability company, whose address is 225 East Cheyenne Mountain Blvd., Colorado Springs, Colorado 80906, here referred to as grantee, and to grantee's successors and assigns forever, all of grantor's right title and interest in and to all minerals of any and all kinds whatsoever in and under and that may be produced from the following described land in Huerfano County, Colorado:

PARCEL 1

TOWNSHIP 30 SOUTH, RANGE 69 WEST OF THE 6TH P.M.

- SECTION 10: S $\frac{1}{2}$ NE $\frac{1}{4}$;E $\frac{1}{2}$ SE $\frac{1}{4}$
- SECTION 11: SW $\frac{1}{4}$;S $\frac{1}{2}$ N $\frac{1}{2}$;W $\frac{1}{2}$ SE $\frac{1}{4}$
- SECTION 12: S $\frac{1}{2}$ N $\frac{1}{2}$;S $\frac{1}{2}$
- SECTION 13: ALL
- SECTION 14: E $\frac{1}{2}$;E $\frac{1}{2}$ W $\frac{1}{2}$;W $\frac{1}{2}$ NW $\frac{1}{4}$
- SECTION 24: W $\frac{1}{2}$ NW $\frac{1}{4}$;NE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

- SECTION 7: S $\frac{1}{2}$ NW $\frac{1}{4}$;SW $\frac{1}{4}$;SW $\frac{1}{4}$ NE $\frac{1}{4}$, AND THAT PART OF THE SE $\frac{1}{4}$ LYING WEST OF COLORADO STATE HIGHWAY NO. 12.
- SECTION 18: ALL THAT PART OF SAID SECTION LYING WEST OF COLORADO STATE HIGHWAY NO. 12.

EXCEPTING THEREFROM THE FOLLOWING:

- 1) PARCEL SOLD TO NELSON IN BOOK 390 PAGE 229
- 2) PARCEL SOLD TO PASCOE IN BOOK 390 PAGE 590
- 3) PARCEL SOLD TO GRACE IN BOOK 390 PAGE 971
- 4) PARCEL SOLD TO CANTRELL IN BOOK 399 PAGE 835
- 5) PARCEL SOLD TO GRACE IN BOOK 400 PAGE 35
- 6) PARCEL SOLD TO CANTRELL RECEPTION NO. 329192
- 7) PARCEL SOLD TO CANTRELL RECEPTION NO. 329215
- 8) THE RESIDENCE PROPERTY LOCATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 7 AS DESCRIBED IN DEED RECORDED AUGUST 10, 1970 IN BOOK 321, PAGE 109 (ALSO SET FORTH AS RECORDED IN BOOK 333, PAGE 580 AND IN BOOK 332, PAGE 469;



338380 03/12/1999 02:19P QCD Judy Benline
2 of 3 R 16.00 D 0.00 Huerfano Co.

PARCEL 2

TOWNSHIP 30 SOUTH, RANGE 68 WEST OF THE 6TH P.M.

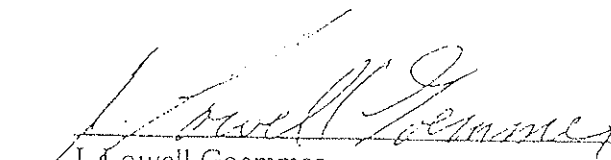
SECTION 7: THAT PART OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 7 BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SECTION 7 AND ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 12 FROM WHICH POINT THE SOUTHEAST CORNER OF SECTION 7 BEARS NORTH 89 DEGREES 25' EAST; 682 FEET THENCE FROM POINT OF BEGINNING SOUTH 89 DEGREES 25' WEST ALONG SOUTH LINE OF SECTION 7, 412.7 FEET CROSSING CUCHARA RIVER TO A POINT, THENCE NORTH ZERO DEGREES 35' WEST CROSSING A CHANNEL OF CUCHARA RIVER 167 FEET TO A POINT, THENCE NORTH 41 DEGREES 46' EAST 115.4 FEET TO A POINT, THENCE NORTH 4 DEGREES 15' EAST 81.6 FEET TO A POINT, THENCE SOUTH 67 DEGREES 56' EAST CROSSING THE CUCHARA RIVER 216.8 FEET TO A POINT, THENCE NORTH 89 DEGREES 25' EAST 122 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 12, THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 12, 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

COUNTY OF HUERFANO, STATE OF COLORADO

To have and to hold the above-described mineral estate, together with all its rights and appurtenances in any way belonging, to grantee and grantee's successors and assigns forever.

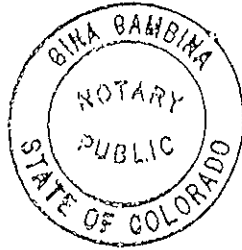
In witness whereof, grantor has executed this deed at LaVeta, Colorado on March 12,
1999

GOEMMER LAND & LIVESTOCK COMPANY


J. Lowell Goemmer
General Partner

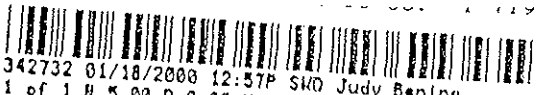
STATE OF COLORADO)
)ss.
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 12th day of March,
1999 by J. Lowell Goemmer, General Partner.



Bina Bambina
Notary Public
My Commission expires: 4-15-02

338380 03/12/1999 02:19P QCD Judy Benline
3 of 3 R 16.00 D 0.00 Huerfano Co.



Instrument
200100351997

SPECIAL WARRANTY MINERAL DEED

GOEMMER MINERAL COMPANY, a Colorado General Partnership, whose address is P.O. Box 25, La Veta, Colorado 81055, here referred to as Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is acknowledged, hereby grants, conveys, and delivers to Cuchara River, L.L.C., a Colorado Limited Liability Company, whose address is 225 East Cheyenne Mountain Blvd., Colorado Springs, Colorado 80906, here referred to as Grantee, and to Grantee's successors and assigns forever, an undivided sixty percent (60%) of all of Grantor's right, title and interest in and to all minerals of any kind and all kinds whatsoever which were conveyed to Grantor by that certain Bargain and Sale Deed made August 8, 1980 and recorded in Huerfano County records in Book 358 at Page 205 on August 26, 1980 in and under and that may be produced from the following described land in Huerfano county, Colorado:

TOWNSHIP 30 SOUTH, RANGE 62 WEST OF THE 6TH P.M.

Section 15: NE1/4NE1/4, except that portion conveyed to William T. Pascoe, by Warranty Deed recorded August 20, 1990, in Book 390, Page 590.

This deed is given to convey property omitted from Special Warranty Mineral Deed between the parties recorded March 12, 1999, at Reception No. 338379.

AND ALSO EXCEPTING therefrom all COAL RESERVATIONS AND OTHER MINERAL RIGHTS RESERVED IN PATENTS FROM THE UNITED STATES OF AMERICA AND QUIT CLAIM DEED OF COAL AND COAL RIGHTS TO THE UNITED STATES OF AMERICA IN BOOK 75 PAGE 205.

To have and to hold the above-described mineral estate, together with all its rights and appurtenances in any way belonging, to Grantee and Grantee's successors and assigns forever.

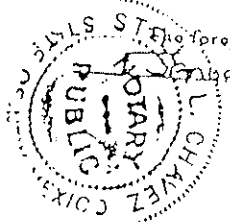
Grantor binds itself and its successors to warrant and forever defend the title to the above-described mineral estate against all persons claiming by, through or under Grantor, but not otherwise.

In witness whereof, Grantor has executed this deed on January 10, 2000

GOEMMER MINERAL COMPANY

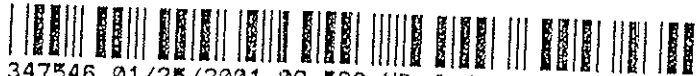
By J. Lowell Goemmer
J. Lowell Goemmer
Managing Partner

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



The foregoing instrument was acknowledged before me this 10 day of January, 2000 by J. Lowell Goemmer, Managing Partner

Stella L. Chavez
Notary Public
My Commission Expires: 2-23-2000
Stella L. Chavez



347546 01/25/2001 09:50R WD Judy Benine
1 of 2 R 10.00 D 23.88 Huerfano Co.

SPECIAL WARRANTY MINERAL DEED

Goemmer Mineral Company, a Colorado general partnership, whose address is H.C. 68 Box 5A, Willard, NM 87063 ("Grantor"), in consideration of \$10.00 and other good and valuable consideration, receipt of which is acknowledged, hereby grants, conveys and delivers to Cuchara River, LLC, a Colorado limited liability company, whose address is 419 W. Main St., Trinidad, CO 81082 ("Grantee"), and to Grantee's successors and assigns forever, the remaining undivided 40% of all of Grantor's right, title and interest in and to all minerals of any and all kinds whatsoever which were conveyed to Grantor by that certain Bargain and Sale Deed made on August 8, 1980 and recorded in Huerfano County, CO records in Book 358 at Page 205 on August 26, 1980 ("Prior Conveyance") in and under and that may be produced from the following described land in Huerfano County, CO:

Township 30 South, Range 69 West of the 6th P.M.

- Section 10: S1/2 NE1/4; E1/2 SE1/4
- Section 11: SW1/4; S1/2 N1/2; W1/2 SE1/4
- Section 12: S1/2 N1/2; S1/2
- Section 13: ALL
- Section 14: E1/2; E1/2 W1/2; W1/2 NW1/4
- Section 24: W1/2 NW1/4; NE1/4 NW1/4

*Doc Fee
23.88*

Township 30 South, Range 68 West of the 6th P.M.

- Section 7: S1/2 NW1/4; SW1/4; SW1/4 NE1/4, and that part of the SE1/4 lying west of Colorado State Highway No. 12.
- Section 18: All that part of said section lying west of Colorado State Highway No. 12.

Excepting therefrom the following:

- 1) Parcel sold to Nelson in Book 390 at Page 229
- 2) Parcel sold to Pascoe in Book 390 at Page 590
- 3) Parcel sold to Grace in Book 390 at Page 971
- 4) Parcel sold to Cantrell in Book 399 at Page 835
- 5) Parcel sold to Grace in Book 400 at Page 35
- 6) Parcel sold to Cantrell at Reception No. 329192
- 7) Parcel sold to Cantrell at Reception No. 329215
- 8) The residence property located in the SE1/4 SE1/4 of Section 7 as described in Deed recorded August 10, 1970 in Book 321 at Page 109 (also set forth as recorded in Book 333 at Page 580 and in Book 332 at Page 469.

County of Huerfano, State of Colorado.



347546 01/25/2001 09:50A WD Judy Benine
2 of 2 R 10.00 D 23.88 Huerfano Co.

Instrument
200100351997

AND ALSO EXCEPTING THEREFROM ALL COAL RESERVATIONS AND OTHER MINERAL RIGHTS AS RESERVED IN PATENTS FROM THE UNITED STATES OF AMERICA AND QUIT CLAIM DEED OF COAL AND COAL RIGHTS TO THE UNITED STATES OF AMERICA IN BOOK 75 AT PAGE 205.

To have and to hold the above-described mineral estate, together with all its rights and appurtenances in any way belonging to Grantee and Grantee's successors and assigns forever. The intent of this Special Warranty Mineral Deed is to vest in Grantee .40% of the remaining minerals acquired by Grantor in the Prior Conveyance which have not been previously conveyed by Grantor.

Grantor binds itself and its successors to warrant and forever defend the title to the above-described mineral estate against all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Mineral Deed the date written above.

Goemmer Mineral Company,
a Colorado general partnership

By: *[Signature]*
Its: *General Partner*



STATE OF COLORADO)
) ss.
COUNTY OF Pueblo)

The above and foregoing Special Warranty Mineral Deed was acknowledged before me this 16th day of January, 2001 by T. Lowell Goemmer, as General Partner of Goemmer Mineral Company, a Colorado general partnership, as Grantor.

Witness my hand and official seal.
My commission expires: 5/15/2001

[Signature]
Notary Public

Instrument
200100351997

EXHIBIT C

Headquarter Tract

Parcel 1: Headquarter Tract. See attached.

EXCEPTION 1

CUCHARA RIVER RANCH

A TRACT OF LAND LYING IN PART OF SECTIONS 7 AND 18, TOWNSHIP 30 SOUTH, RANGE 68 WEST, COUNTY OF HUERFANO, STATE OF COLORADO, BEING A PART OF THAT TRACT OF LAND AS SHOWN ON A PLAT OF "GOEXMER RANCH", BY WACHOB AND WACHOB, INC., COLORADO CITY, COLORADO, DATED MARCH 30, 1995 FOR LBL J. LOWELL GOEXMER MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31" W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO A POINT ON THE WESTERLY BOUNDARY OF MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD, N 79° 21'11" E, OVER AND ACROSS SAID MOUNTAIN VALLEY ROAD, 60.78 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THE CUCHARA RIVER RANCH ROAD; THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID CUCHARA RIVER RANCH ROAD THE FOLLOWING (5) COURSES:

- 1) S 34° 43'43" E, 182.90 FEET TO A POINT;
- 2) S 35° 45'53" E, 125.98 FEET TO A POINT;
- 3) S 42° 42'05" E, 153.16 FEET TO A POINT;
- 4) S 48° 18'48" E, 188.06 FEET TO A POINT;
- 5) S 45° 43'16" E, 129.32 FEET TO A POINT;

THENCE DEPARTING THE NORTHEASTERLY BOUNDARY OF SAID CUCHARA RIVER RANCH ROAD, N 32° 03'48" E, 584.45 FEET TO A POINT; THENCE S 86° 42'51" E, 1899.29 FEET TO A POINT ON THE WESTERLY BOUNDARY OF COLORADO HIGHWAY 12 AS PRESENTLY LOCATED; THENCE ALONG THE WESTERLY BOUNDARY OF SAID HIGHWAY 12 THE FOLLOWING (5) COURSES:

- 1) S 05°43'48" E, 560.77 FEET TO A POINT;
- 2) S 07°54'35" W, 117.08 FEET TO A POINT;
- 3) S 18°27'41" W, 154.28 FEET TO A POINT;
- 4) S 05° 11'58" E, 202.60 FEET TO A POINT;
- 5) S 04° 49'33" E, 704.02 FEET TO A POINT;

THENCE DEPARTING THE WESTERLY BOUNDARY OF SAID HIGHWAY 12, S 78° 22'57" W, 528.36 FEET TO A POINT IN THE CENTERLINE OF THE CUCHARA RIVER AS OF THIS DATE; THENCE ALONG THE CENTERLINE OF SAID CUCHARA RIVER THE FOLLOWING (7) COURSES:

- 1) S 15° 18'23" W, 74.75 FEET TO A POINT;
- 2) S 51° 59'22" W, 94.95 FEET TO A POINT;
- 3) S 07° 40'15" W, 88.06 FEET TO A POINT;
- 4) S 65° 31'48" W, 65.72 FEET TO A POINT;
- 5) S 84° 17'02" E, 57.37 FEET TO A POINT;
- 6) S 02° 29'31" W, 64.58 FEET TO A POINT;
- 7) S 32° 47'46" E, 64.80 FEET TO A POINT;

THENCE DEPARTING THE CENTERLINE OF SAID CUCHARA RIVER, N 81° 24'01" W, 1677.29 FEET TO A POINT; THENCE N 00° 46'42" E, 577.22 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 7; THENCE S 89° 21'23" W, 2360.91 FEET TO THE POINT OF BEGINNING, CONTAINING 164.76 ACRES.

SAVE AND EXCEPTING FROM THE ABOVE DESCRIBED CUCHARA RIVER RANCH A 60 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, LYING ACROSS THE WESTERLY PART OF THE ABOVE DESCRIBED CUCHARA RIVER RANCH, LYING IN PART OF THE S1/2 OF SAID SECTION 7, SAID EASEMENT BEING 60 FEET, EASTERLY OF THE FOLLOWING DESCRIBED WESTERLY LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE N 00°06'31" W, ALONG THE WEST LINE OF SAID SECTION 7, 522.09 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON THE WESTERLY BOUNDARY OF SAID EASEMENT, SAID EASEMENT BEING KNOWN AS, MOUNTAIN VALLEY ROAD; THENCE ALONG THE WESTERLY BOUNDARY OF SAID MOUNTAIN VALLEY ROAD THE FOLLOWING (9) COURSES:

- 1) N 58°50'02" E, 192.41 FEET TO A POINT;
- 2) N 46°26'20" E, 103.18 FEET TO A POINT;
- 3) N 59°14'40" E, 358.12 FEET TO A POINT;
- 4) N 77°31'31" E, 183.97 FEET TO A POINT;
- 5) N 67°49'18" E, 389.88 FEET TO A POINT;
- 6) N 73°44'07" E, 188.98 FEET TO A POINT;
- 7) N 58°57'41" E, 315.17 FEET TO A POINT;
- 8) N 58°43'08" E, 301.15 FEET TO A POINT;
- 9) N 28°59'08" E, 154.20 FEET TO A POINT;

SAID POINT BEING THE POINT OF TERMINUS OF THE ABOVE DESCRIBED 60 FOOT INGRESS, EGRESS AND UTILITY EASEMENT.

EXHIBIT C

Common Area

Parcel 2: Common Area. That area depicted as "Common Area (Reservoir Easement)" comprising approximately 18 acres on the subdivision plat for Cuchara River Estates, Amendment No. 1, according to the map recorded September 29, 2000 at Reception No. 346143 as Map No. 434 of the Huerfano County, CO real estate records.