

Filed For Record 1/7/91 at 214564 Stella M. Lopez, Record

GRANT OF RIGHT OF WAY EASEMENT

THIS INDENTURE made this 4th day of January, 1991, by and between DAVID R. LINDER and LINDA LINDER, his wife, hereinafter referred to as the Grantors, and PATRICK PORTER, a single person, hereinafter called the Grantee, WITNESSETH that:

WHEREAS the Grantors are the owners of that certain tract of land, which is more particularly described in that certain Warranty Deed dated October 22, 1969, and recorded October 24, 1969, in Book 114, Page 281, of the Deed Records of Colfax County, New Mexico; and

WHEREAS Harold E. Klein, Jr., Gwendolyn Zeta, Donaciano Diaz Romero and Rose Marie Romero have conveyed to Grantors an easement for utilities and for ingress to and egress from said lands across an adjoining tract, and the Grantors desire to convey said easement to the Grantee, pursuant to the sale of Grantors' land to the Grantee;

NOW, THEREFORE, for consideration paid, the said Grantors do hereby grant to the said Grantee an easement of right of way for utilities and an easement and right of way for ingress to and egress from tracts numbered 204 and 205 of Miami Ranch as described on the recorded plat of said "Miami Ranch" recorded and filed among the official records of Colfax County, New Mexico, in Plat Book No. 1, at Page 164 thereof, across a portion of the Grantors' lands to the right of way of New Mexico State Highway No. 21 along and across the following described easement, to-wit:

An easement 20 feet in width beginning at the West corner common to Tracts 205 and 180 of Miami Ranch as described on the recorded plat of said "Miami Ranch" recorded and filed among the official records of Colfax County, New Mexico, in Plat Book No. 1, Page 164, said easement running North along and 20 feet West of the line between Tracts 179 and 180 of said Miami Ranch as shown on the official plat thereof, to a point of intersection with the highway right of way of New Mexico State Highway No. 21 and the point of termination of the easement herein conveyed.

The easement and right of way hereby conveyed shall be appurtenant to the Grantors' tracts as hereinabove described, and may be exercised by the Grantee, his successors, heirs and assigns, subject to the following terms and conditions:

1. The right of way easement for ingress to and egress from Grantee's property shall be for residential use to serve not more than one residence upon Grantee's property and for such other related uses which may be consistent with the rural character of

THIS IS TO CERTIFY that the foregoing instrument is a true and correct copy of the original as the same appears from the records of the County Clerk of Colfax County, New Mexico, in the presence of me, the undersigned, on this 7th day of January, 1991.

WITNESSETH my hand and seal of office this 7th day of January, 1991.

Grantee's property, but in no event shall such easement be used for commercial development or pursuant to any subdivision of the Grantee's property.

2. The Grantee shall have the right to keep and maintain his own private locks on any gate, but the Grantee, his agents and guests, shall close and relock all such gates; and the Grantee shall use reasonable precautions to safeguard his keys or combinations so as to prevent unauthorized entry by trespassers or the general public onto Grantors' lands.

3. The Grantors shall have no obligation to maintain or improve the roadway over such easement; but the Grantee may, at his option, make such improvements and perform such maintenance as he may desire.

4. By accepting this easement, Grantee releases, waives and surrenders any and all claims he may have to any easements by prescription or other prescriptive rights upon or across that certain tract of land particularly described in that certain Real Estate Contract and Escrow Agreement dated May 18, 1990, and recorded June 5, 1990, in Book 1, Page 2861, of the Real Estate Records of Colfax County, New Mexico, which is subject to this easement.

IN WITNESS WHEREOF the Grantors have hereunto set their hands this the day and year first above written.

David R. Linder
David R. Linder

Loida Linder
Loida Linder

STATE OF NEW MEXICO)
COUNTY OF COLFAX) ss.

The foregoing instrument was acknowledged before me this 14th day of January, 1991, by David R. Linder and Loida Linder, his wife.

Ray C. Moore
Notary Public
Ray C. Moore

My commission expires
07-27-94

THIS IS TO CERTIFY that the microphotographic reproductions on this roll are accurate and complete reproductions of the records of the COLFAX COUNTY CLERK as delivered in the regular course of business for microfilm.

RECORDS & CLERK
Colfax County, New Mexico

Filed For Record 1/7/91 at 8:43AM Stella M. Lopez, Recorder

GRANT OF RIGHT OF WAY EASEMENT

THIS INDENTURE made this 3rd day of January, 1991, by and between HAROLD E. KLEIN, JR. and GWENDOLYN ZETA, husband and wife, and DOMACIANO DIAZ ROMERO and ROSE MARIE V. W. ROMERO, his wife, hereinafter collectively referred to as the Grantors, and DAVID R. LINDER and LOIDA LINDER, his wife, hereinafter called the Grantees, WITNESSETH that:

WHEREAS the Grantors are the owners of a certain tract of land more particularly described in that certain Real Estate Purchase Contract and Escrow Agreement dated May 18, 1990, and recorded June 5, 1990, in Book 1, Page 2883, of the Real Estate Records of Colfax County, New Mexico; and

WHEREAS the Grantees are the owners of that certain tract of land adjoining the land of Grantors, which land is more particularly described in that certain Warranty Deed dated October 22, 1969, and recorded October 24, 1969, in Book 114, Page 281, of the Deed Records of Colfax County, New Mexico; and

WHEREAS the Grantees are the owners of a prescriptive easement for ingress and egress to their lands, which prescriptive easement crosses the lands of the Grantors; and

WHEREAS all of the parties hereto desire to relocate said right of way easement at a point mutually convenient for the parties hereto, and said parties further desire to extinguish the prescriptive easement previously owned by Grantees;

NOW, THEREFORE, for consideration paid, the said Grantors do hereby grant to the said Grantees an easement of right of way for utilities and an easement and right of way for ingress to and egress from tracts numbered 204 and 205 of Miami Ranch as described on the recorded plat of said "Miami Ranch" recorded and filed among the official records of Colfax County, New Mexico, in Plat Book No. 1, at Page 164 thereof, across a portion of the Grantors' lands to the right of way of New Mexico State Highway No. 21 along and across the following described easement, to-wit:

An easement 20 feet in width beginning at the West corner common to Tracts 205 and 180 of Miami Ranch as described on the recorded plat of said "Miami Ranch" recorded and filed among the official records of Colfax County, New Mexico, in Plat Book No. 1, Page 164, said easement running North along and 20 feet West of the line between Tracts 179 and 180 of said Miami Ranch as shown on the official plat thereof, to a point of intersection with the highway right of way of New Mexico State Highway No. 21 and the point of termination of the easement herein conveyed.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Colfax, New Mexico.

STELLA M. LOPEZ
Recorder

The easement and right of way hereby conveyed shall be appurtenant to the Grantees' tracts as hereinabove described, and may be exercised by the Grantees, their successors, heirs and assigns, subject to the following terms and conditions:

1. The right of way easement for ingress to and egress from Grantees' property shall be for residential use to serve not more than one residence upon Grantees' property and for such other related uses which may be consistent with the rural character of Grantees property, but in no event shall such easement be used for commercial development or pursuant to any subdivision of the Grantees' property.

2. The Grantors reserve the right to keep, install and maintain such fences and gates as the Grantors' activities may reasonably require, and the Grantors shall have the right to fence such right of way and to lock any such gates. The Grantees shall have the right to keep and maintain their own private locks on any such gate, but the Grantees, their agents and guests, shall close and relock all such gates; and the Grantees shall use reasonable precautions to safeguard their keys or combinations so as to prevent unauthorized entry by trespassers or the general public onto Grantors' lands.

3. The Grantors shall have no obligation to maintain or improve the roadway over such easement; but the Grantees may, at their option, make such improvements and perform such maintenance as they may desire.

4. By accepting this easement, Grantees release, waive and surrender any and all claims they may have to any easements by prescription or other prescriptive rights upon or across Grantors' lands.

IN WITNESS WHEREOF the Grantors have hereunto set their hands this the day and year first above written.

Harold E. Klein, Jr.

Gwendolyn Zeta

Donaciano Diaz Romero

Rose Marie V. W. Romero

THIS IS TO CERTIFY that the abovesigned copies appearing on this page are true and correct copies of the original copies of the records of the CHIA. One original copy of the records of the CHIA is being retained in the regular course of business for archival filing.

Wanda C. Carter
Camera Operator

Filed For Record 10-1-92 at 2:29PM Stallam, Lopez, Recorder

ACREEMENT REGARDING RELINQUISHMENT
AND DISCLAIMER OF EASEMENTS OF RIGHT OF WAY

THIS AGREEMENT is entered into this 12th day of August, 1992, by and between HAROLD E. KLEIN, JR., a single person, (hereinafter "KLEIN"), DONACIANO DIAZ ROMERO and ROSE MARIE V. W. ROMERO, husband and wife, (hereinafter "ROMERO"), PATRICK PORTER, a single person, (hereinafter "PORTER"), DAVID R. LINDER and LOIDA LINDER, husband and wife, (hereinafter "LINDER"), EDDIE JEFFERS and LINDA JEFFERS, husband and wife, (hereinafter "JEFFERS"), and DOYLE SILLIMAN and CAROL SILLIMAN, husband and wife, (hereinafter "SILLIMAN").

WHEREAS all of the tracts of land hereinafter described are described as numbered tracts on a certain plat of Miami Ranch (Farmers Development Company) prepared by R. E. Young for said Farmers Development Company and recorded in the Office of the Recorder of Colfax County, New Mexico at page 164 in plat book numbered 1; and

WHEREAS KLEIN is purchasing tracts 180 and 181 under a real estate contract with ROMERO; and

WHEREAS PORTER is purchasing tracts 204 and 205 under a real estate contract with LINDER; and

WHEREAS JEFFERS is the owner of tracts 230, 231, 254 and 255; and

WHEREAS SILLIMAN is the owner of tracts 280, 281, 304, 305, 326, 327, 350 and 351; and

WHEREAS the parties understand and agree that this Agreement shall not affect the rights of the Miami Water Users Association, the Miami Domestic Water Users Association, or any other persons who are not a party to this Agreement; and

WHEREAS PORTER and KLEIN understand and agree that this Agreement shall not affect the rights of PORTER or KLEIN, or their heirs, successors or assignees, created by the Grant of Right of Way Easements recorded in Real Estate Book 2 at page 86 and Book 2 at page 89 of the records of Colfax County, New Mexico; and

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk of Colfax County, New Mexico.

Shirley D. Porter-Corley
County Clerk

WHEREAS no county or state roads are located upon any of the tracts described in this Agreement and this Agreement is not intended to and does not affect New Mexico State Highway 193 or Colfax County Roads numbered C-7 or C-75, which state highway and county roads do not cross the tracts herein described;

1. Each of the parties hereto hereby releases and disclaims any assessment of right of way of any nature whatsoever, specifically including prescriptive assessments, which exist or may have been claimed to exist over or across tracts numbered 180, 181, 204, 205, 230, 231, 254, 255, 280, 281, 304, 305, 326, 327, 350 or 351 as described in that certain plat of Miami Ranch (Farmers Development Company) prepared by R. E. Young for said Farmers Development Company and recorded in the Office of the Recorder of Colfax County, New Mexico at page 184 in plat book numbered 1.

3. This Agreement shall not affect the parties' rights to use New Mexico State Highway 193 or Colfax County Roads numbered C-7 or C-75, which highway and roads the parties agree do not cross the tracts of land herein described, or the rights of KLEIN or PORTER under the terms of the Grant of Right of Way Easements recorded in Real Estate Book 2 at page 66 and Book 2 at page 69 of the records of Colfax County, New Mexico, or the rights of the Miami Water Users Association or the Miami Domestic Water Users Association, or any other persons who are not parties to this Agreement.

5. This Agreement constitutes the entire contract between the parties hereto and no party shall be bound in any manner by express or implied warranties, guarantees, promises, statements, representations or information pertaining to this Agreement unless such warranties, guarantees, promises, statements, representations or

information are expressly and specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures and executed this Agreement the day and year first above written.

DATE: <u>8/12/92</u>	<u>Harold E. Klein, Jr.</u> HAROLD E. KLEIN, JR.
DATE: <u>9/3/92</u>	<u>Patricia Porter</u> PATRICIA PORTER
DATE: <u>8/26/92</u>	<u>Donaciano Diaz Romero</u> DONACIANO DIAZ ROMERO
DATE: <u>8/26/92</u>	<u>Rosa Marie V. W. Romero</u> ROSA MARIE V. W. ROMERO
DATE: <u>9-14-92</u>	<u>David R. Linder</u> DAVID R. LINDER
DATE: <u>9/11/92</u>	<u>Loida Linder</u> LOIDA LINDER
DATE: <u>8/19/92</u>	<u>Eddie Jeffers</u> EDDIE JEFFERS
DATE: <u>8/19/92</u>	<u>Loida Jeffers</u> LOIDA JEFFERS
DATE: <u>8/13/92</u>	<u>Doyle Silliman</u> DOYLE SILLIMAN
DATE: <u>8/13/92</u>	<u>Carol Silliman</u> CAROL SILLIMAN

STATE OF NEW MEXICO)
COUNTY OF COLFAX) ss.

The foregoing Agreement was acknowledged before me this 12th day of August, 1992, by HAROLD E. KLEIN, JR., a single person.

Harold E. Klein, Jr.
Notary Public

My Commission Expires:
December 5, 1993

(AGREEMENT:8037)

NOTARY PUBLIC STATE OF NEW MEXICO
I hereby certify that the above-named person appearing on this bill of sale, is the owner of the property described in the bill of sale, and that the bill of sale is a true and correct copy of the original bill of sale on file in the public records of the County of Colfax, New Mexico.

Rosalee Castro-Ortiz
County Clerk

STATE OF NEW MEXICO)
COUNTY OF Santa Fe) ss. RD.

The foregoing Agreement was acknowledged before me this 20
day of September, 1992, by PATRICK PORTER, a single
person.

Notary Public

My Commission Expires: 01/13/96

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

The foregoing Agreement was acknowledged before me this 26th day of August, 1992, by DONACIANO DIAZ ROMERO and ROSE MARIE V. W. ROMERO, husband and wife.

Notary Public

My Commission Expires
December 5, 1993

STATE OF NEW MEXICO)
COUNTY OF San Miguel

The foregoing Agreement was acknowledged before me this 14th day of December, 1942, by DAVID K. LINDER and LOIDA LINDER, husband and wife.

Herraine S. Rayburn
Notary Public

My Commission Expires: Nov 18, 1935

STATE OF NEW MEXICO)
COUNTY OF COLFAX) ss.

The foregoing Agreement was acknowledged before me this 19th day of August, 1992, by EDDIE JEFFERS and LINDA JEFFERS, husband and wife.

Wanda L. Jensen
Notary Public

My Commission Expires:
December 5, 1993

STATE OF NEW MEXICO)
COUNTY OF COLFAX) ss.

The foregoing Agreement was acknowledged before me this 13th day of August, 1992, by DOYLE SILLIMAN and CAROL SILLIMAN, husband and wife.

Wanda L. Jensen
Notary Public

My Commission Expires:
December 5, 1993

CERTIFICATE OF AUTHENTICITY

Wanda L. Jensen, Notary Public for the State of New Mexico, is duly qualified and her name is on the list of Notaries Public for the State of New Mexico, as follows:

Wanda L. Jensen
Notary Public

CERTIFICATE OF AUTHENTICITY

(AGREEMENT 18037)

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