

82.08.16

QUITCLAIM DEED

RICHLAND DEVELOPMENT COMPANY, a Delaware corporation "Richland" and PENNZOIL COMPANY, a Delaware corporation ("Pennzoil"), for consideration paid to each of them, quitclaim to Vermejo Park Corporation, a Delaware corporation, whose address is P. O. Drawer E, Raton, New Mexico 87740, (i) the real estate located in Taos and Colfax Counties, New Mexico, and Costilla County, Colorado, which is described in Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Land"), together with (ii) all improvements located upon the Land, and (iii) any perpetual royalty interests and any other rights covering the Land currently owned by Pennzoil or Richland pursuant to that certain Indenture Agreement dated June 1, 1977, filed September 2, 1977, at 11:32 a.m. and recorded in Deed Book 132, Page 191, Records of Colfax County, New Mexico and (iv) any other interest or rights which Richland or Pennzoil may own in land located in Taos or Colfax Counties, New Mexico, or Costilla County Colorado

This instrument is executed as a correction and substitution for that certain Quitclaim Deed naming the identical parties hereto and filed for record in Book 146 of Deeds, Pages 393-394, Records of Colfax County, New Mexico.

WITNESS their hands and seals this 16 day of August, 1982, but effective the 31st day of December, 1981.



RICHLAND DEVELOPMENT COMPANY

[Signature]
ASSISTANT SECRETARY

By [Signature]
PRESIDENT
PENNZOIL COMPANY

ATTEST:



[Signature]
ASSISTANT SECRETARY

By [Signature]
Group Vice President

THE STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 16 day of August, 1982, by James W. Prosen of RICHLAND DEVELOPMENT COMPANY, a Delaware corporation, on behalf of said corporation.


Public

My Commission Expires:
EDWINA J. PROSEN
Notary Public for the State of Texas
My Commission Expires September 6, 1985



THE STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this 16 day of August, 1982, by Neal O. Wade of PENNZOIL COMPANY, a Delaware corporation, on behalf of said corporation.


Notary Public

My Commission Expires:

EDWINA J. PROSEN
Notary Public for the State of Texas
My Commission Expires September 6, 1985



EXHIBIT A TO QUITCLAIM DEED
EFFECTIVE DECEMBER 31, 1981

Tract 1: 404,635.4 acres more or less situated in the County of Colfax, State of New Mexico, and being the same land and real estate conveyed by a Warranty Deed dated August 15, 1973, from American Manufacturing Company of Texas to Vermejo Park Corporation and recorded in Deed Book 122, Pages 76-118, Records of Colfax County, New Mexico, reference to which Deed is heremade for a more adequate description and for all other purposes.

Tract 2: 69,900 acres more or less situated in the County of Taos, State of New Mexico, and being the same land and real estate conveyed by a Warranty Deed dated August 15, 1973, from American Manufacturing Company of Texas to Vermejo Park Corporation and recorded in Deed Book A-130, Pages 583-586, Records of Taos County, New Mexico, reference to which Deed is heremade for a more adequate description and for all other purposes.

Tract 3: 4,000 acres more or less situated in the County of Costilla, State of Colorado, and being the same land and real estate conveyed by a Warranty Deed dated August 15, 1973, from American Manufacturing Company of Texas to Vermejo Park Corporation and recorded in Deed Book 194, Pages 433-434, Records of Costilla County, Colorado, reference to which Deed is heremade for a more adequate description and for all other purposes.

STATE OF NEW MEXICO)
COUNTY OF TAOS) ss

This instrument was filed for
record on the 26 day of Aug
A.D. 1982 at 10:35 o'clock A.M.
and duly recorded in book A-163
Page 399-401 Rec. 9-2-82

Marie Laraine Dalley
County Clerk & Recorder

By Cindy Blusam Deputy



STATE OF NEW MEXICO }
 COUNTY OF COLFAX } ss

This instrument was filed for record
 on this 20 day of July
 1952 A.D. at 8:30 o'clock
9 M. and duly recorded in Book
149 of Book 9-9
 County Clerk
 By John S. [Signature] Deputy

* John W. [Signature]
Archer E. [Signature]
Deming Feb. 1952

written from K.L.
 to _____
 Indexed 7

←
 preceding
 back of original
 page on original
 or

9:50
1-22-8

Taos
City

81.12.30

SPECIAL WARRANTY DEED

VERMEJO PARK CORPORATION, a Delaware corporation, Grantor, by these presents donates to the UNITED STATES OF AMERICA, c/o Forest Service, 517 Gold Avenue, SW, Albuquerque, New Mexico 87102, Grantee, and its assigns under the Act of June 7, 1924 (43 Stat. 654; 16 U.S.C. 569), and the Act of October 10 1978 (92 Stat. 1065; 7 U.S.C. 2269), the land located in Taos and Colfax Counties, New Mexico, which is described in Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Land"), together with (i) all improvements located on the Land (hereinafter called the "Improvements"), (ii) the perpetual royalty interest and any other rights covering the Land currently owned by Grantor pursuant to that certain Indenture Agreement dated June 1, 1977, filed September 2, 1977, at 11:32 a.m., and recorded in Deed Book 132, page 191, records of Colfax County, New Mexico (said Indenture Agreement being hereinafter called the "Kaiser Indenture"), but this donation is limited to the extent said perpetual royalty interest and other matters cover the Land donated hereby, Grantor specifically not donating to Grantee any rights owned by Grantor pursuant to the Kaiser Indenture which do not cover the Land donated hereby, and (iii) a non-exclusive easement one hundred feet (100') in width fifty feet (50') on either side of the center line for purposes of ingress to, and egress from, the Land said easement being across those portions of the Greenwood-Ponil Creek Road lying south of the boundary of the Land conveyed by this instrument, as said easement is depicted on Exhibit "B" which is attached hereto and made a part hereof for all purposes, with the rights of the Grantor, its successors, permittees, and assigns, to use said road easement in common with the United States. Grantor, its successors, permittees, and assigns shall have the right to

relocate and improve said road, and upon relocation, the abandoned easement area shall revert to the Grantor and an easement for the new road location substituted therein under the same terms and conditions of the original easement location.

RESERVING TO THE GRANTOR, its successors, permittees, and assigns:

Easements for ingress and egress purposes over and across the land depicted in Exhibit "C", which is attached hereto and made a part hereof, subject to Rules and Regulations of the Secretary of Agriculture (36 CFR 251.18), attached hereto (Exhibit "D") Said easements are for roads one hundred feet (100') in width, fifty feet (50') on either side of centerlines and are for the non-exclusive use of the Grantor, its successors, permittees, and assigns. The United States shall have the right to relocate and improve said roads, and upon relocation, the abandoned easement area shall revert to the United States and an easement for the new road location substituted therein under the same terms and conditions of the original easement location. The Grantor further agrees that if it makes any commercial use of said roads after they become a part of the National Forest official transportation system, it shall perform necessary road maintenance or betterment as would any other similar commercial user of National Forest transportation system roads. The United States, its successors, permittees, or assigns, including the general public, shall have the right to use and enjoy the easement area, including the roads, and to construct, reconstruct, and maintain said roads as a part of the National Forest transportation system.

SUBJECT TO

Rights of parties in possession, encroachments overlaps, overhangs, unrecorded easements, violated restrictive

covenants, visible and/or apparent easements, roadways, rights-of-way or uses, if any, and matters of record, if any, affecting the Land which would be disclosed by a survey or inspection of the Land

2. Water rights, shares in water, shares in ditches, ditches or matters pertaining to the transportation and/or use of water, vested and accrued in others, together with rights-of-way for pipelines appurtenant thereto, if any, which are not of record.

3. Reservations contained in Patents issued by the United States of America.

4 All reservations, restrictions, easements, or other matters of record, specifically including but not limited to the Kaiser Indenture, and Grantee herein hereby agrees to assume the obligations of Grantor under the Kaiser Indenture as they affect the Land conveyed by this deed.

5. The Improvements hereby donated are donated by Grantor and accepted by Grantee in "as is, where is" condition, without warranty of habitability or suitability for any purpose

With special warranty covenants.

IN WITNESS WHEREOF, the Grantor has set its hand on this 30th day of December, 1981.

VERMEJO PARK CORPORATION

By M. Fred Owen
M. Fred Owen, Vice President


[Signature]
SECRETARY

ACKNOWLEDGMENT

STATE OF Texas §
 §
COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 30th day of December, 1981, by M. Fred Owen, Vice President, of Vermejo Park Corporation, a Delaware corporation, on behalf of the corporation.



Cristina Hernandez
Notary Public
My Commission Expires 6-85

EXHIBIT "A"

TRACT I

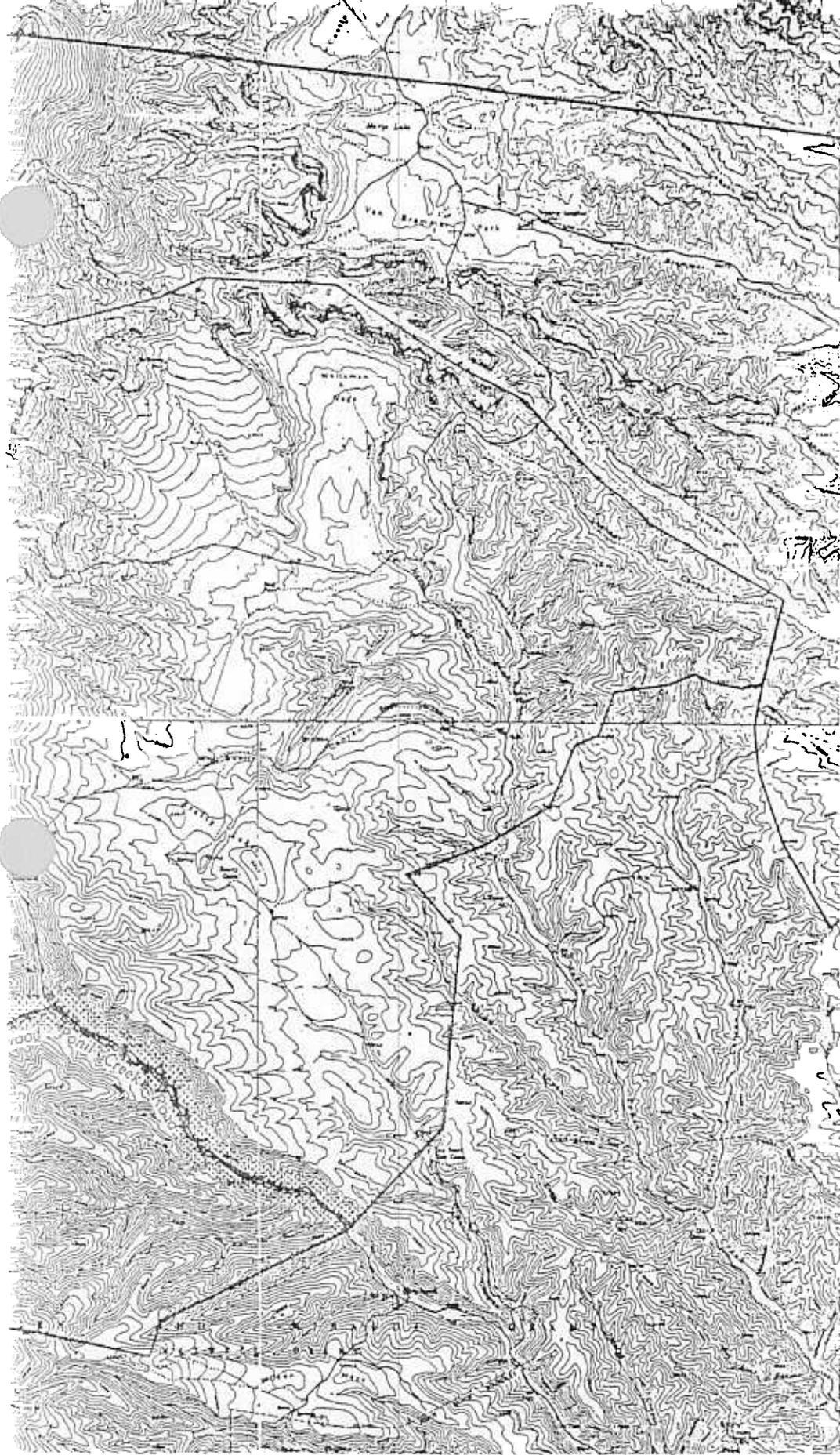
A certain tract or parcel of land lying and being situated within (1) the Sangre de Cristo and (2) the Beubien and Miranda (Maxwell) Grants in both Taos and Colfax Counties, New Mexico, and more particularly described as follows, to-wit:

Beginning on the Sangre de Cristo Grant boundary and on the summit of Ortiz Peak, said position being depicted on U. S. Geological Survey map (USGS map) "Commanche Point, New Mexico", 1963; thence in a general northerly direction and more particularly along the property boundary of the W. S. Ranch Company to a point on said boundary and on a prominent peak labeled 10944 on previously described USGS map and being 5.9 miles, more or less, northerly of Ortiz Peak and said point being 2.54 miles, more or less, north of Costilla Creek; thence in an easterly direction 8.15 miles, more or less, and more particularly to the summit and north end of a ridge east of Leandro Creek and west of Elk Creek, said point being southerly and 0.7 mile from the junction of Leandro and Elk Creeks; thence southerly along crest of ridge 2.6 miles; thence southeasterly 1.4 miles, more or less, and more particularly to a summit on Ash Mountain labeled 11421 as depicted on USGS map "Ash Mountain, New Mexico-Colorado", 1962; thence easterly 1.7 miles, more or less, and more particularly to a summit labeled 10045 on USGS map "Ash Mountain"; thence north of east 1.4 miles more or less, and more particularly down side drainage to intersection with McCrystal Creek; thence northeasterly 0.6 mile to a point on ridge near the 9080 foot contour and overlooking Harry Bremmer Canyon; thence easterly 1.6 miles, more or less, along ridge and more particularly to a point labeled 8825 on USGS map "Ash Mountain"; thence southeasterly 1.8 miles, more or less, and more particularly to a point labeled 8870 on USGS map "Ash Mountain"; thence southeasterly along crest of divide separating Cerrososo Canyon from Lookout Canyon 4.0 miles, more or less, and more particularly to a point at the junction of Cerrososo and Lookout Canyons; thence southerly 1.4 miles, more or less, and more particularly to a sharp angle point on previously established property line near head of Highland Canyon; thence following property boundary in a general southern and western direction to its intersection with middle Ponil Creek; thence up middle Ponil Creek 4.8 miles, more or less, and more particularly to the junction of middle Ponil Creek and Greenwood Canyon; thence westerly up Greenwood Canyon 1.8 miles, more or less, and more particularly to a major stream fork; thence southwesterly up southern fork 2.0 miles, more or less, and more particularly to stream fork; thence S. 45° E., 1,850 feet, more or less, and more particularly to summit labeled 9795 as depicted on USGS map "Ute Park, New Mexico" 1955; thence in a southwesterly direction 3,170 feet, more or less, and more particularly to stream fork; thence southwesterly 4,225 feet, more or less, and more particularly to sharp angle point in previously established property line; thence along property line in a northwesterly direction 4.0 miles, more or less, and more particularly along property line and ridge top to intersection with grant boundary between Sangre de Cristo and Beubien and Miranda Grants; thence along grant

boundary in a westerly and northerly direction to Ortiz Peak as previously described and the point of beginning.

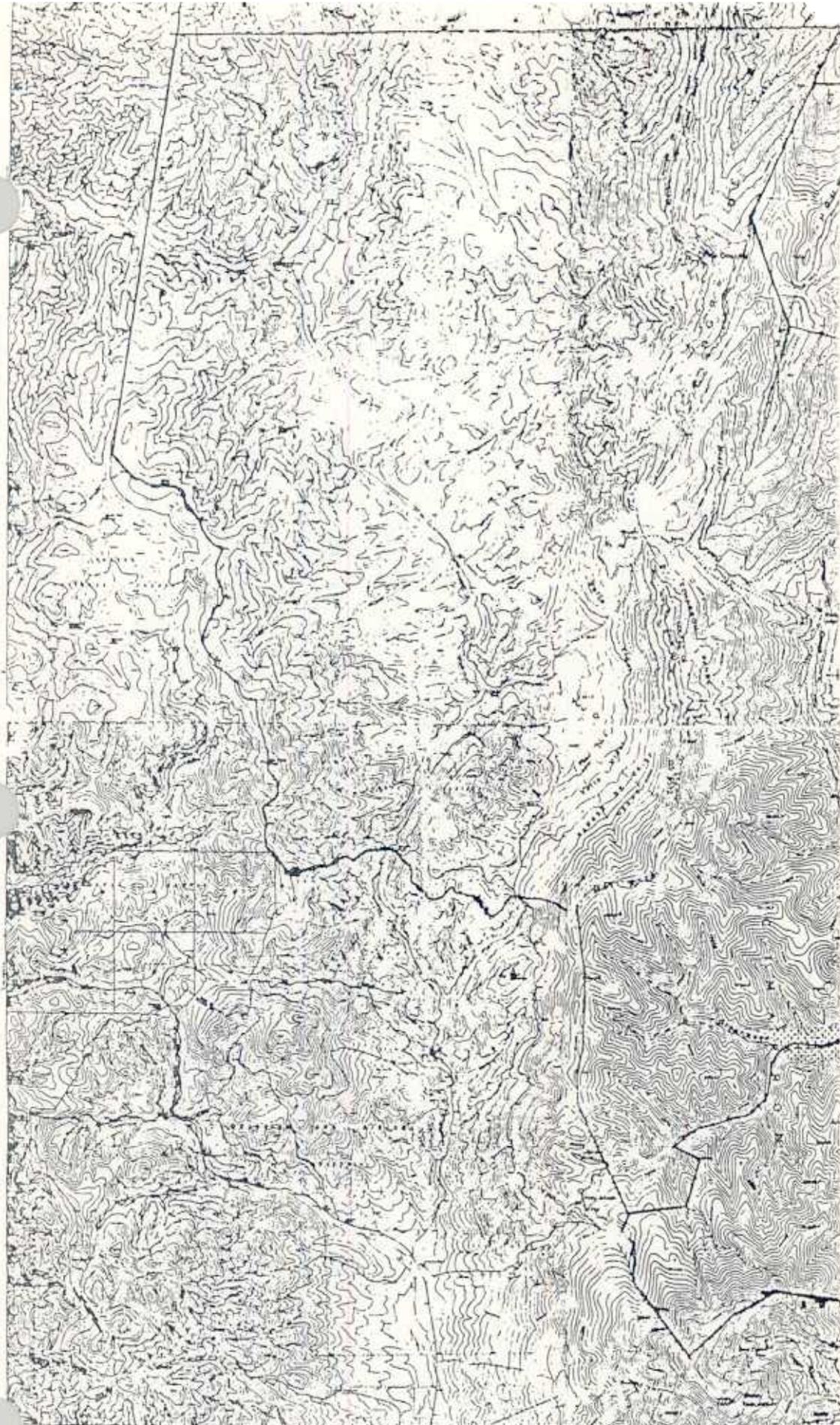
Less and except (i) all those lands described as the Townsite of LaBelle, which contains (by reference to the so-called Agreement Fixing Boundaries by and between The Costilla Estates Development Company, a corporation, and The Adams Cattle Company, a corporation, of date January 4, 1915, and of record in Book A-23, at pp. 423-429, deed records of said Taos County) 35.8 acres; (ii) ~~fifty~~ (50) certain tracts or parcels of land in or near the so-called LaBelle Mining District, said Townsite of LaBelle and the fifty (50) tracts or parcels of land above described being more particularly shown on the drawing entitled "LaBelle Costilla Estate Mining District" which is attached as Exhibit "E" to this deed and made a part hereof for all purposes; and (iii) easements for ingress and egress ~~purposes~~ across the Land to the Township of LaBelle and said ~~fifty~~ certain tracts described in (i) and (ii) above, which easements are in the approximate location as depicted in Exhibit "C" to this deed.

Above described-enclosure surrounding a tract of land containing 100,000 acres, more or less.



CREEK ROAD EASEMENT

EXHIBIT B
TR-1

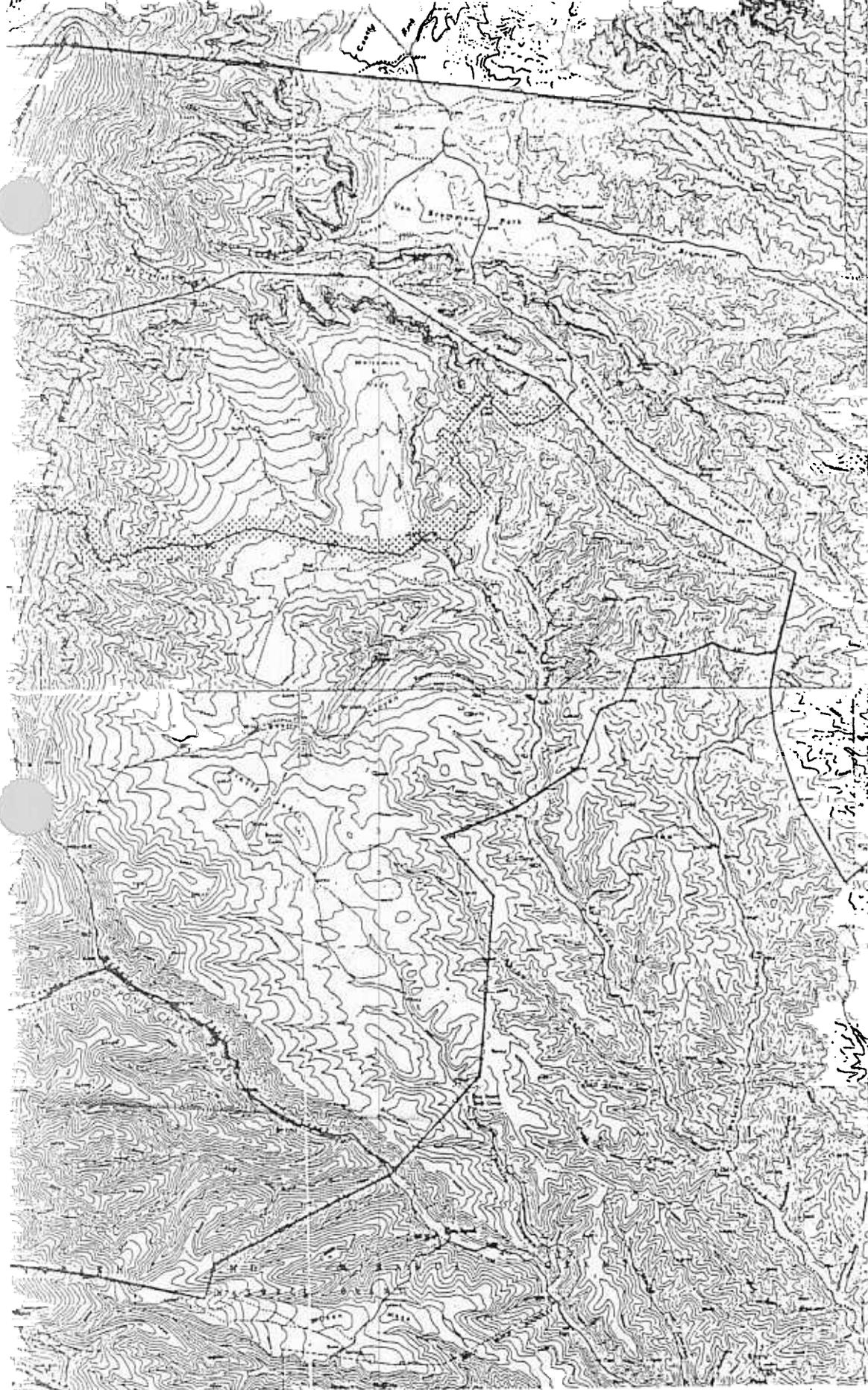


12



1:50,000

GREENWOOD



ENTS RESERVED BY GRANTOR

EXHIBIT C
TR-1



1/4
SARANT

Scale of 1:50,000
Horizontal Scale
Vertical Scale

□

□
□

ROW E

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

RIGHTS-OF-WAY RESERVED BY THE GRANTOR
ON LANDS CONVEYED TO THE UNITED STATES

Code of Federal Regulations - Title 36 - Chapter II - Section 251.18 (1980)

This section governs the use, occupancy, and operation of rights-of-way reserved by a grantor of lands to the United States.

(a) Brush and refuse resulting from the exercise of the right-of-way reservation shall be disposed of to the satisfaction of the Forest Officer in charge.

(b) Timber cut and destroyed in the exercise of the right-of-way reservation shall be paid for at rates to be prescribed by the Forest Officer in charge, which rates shall be the usual stumpage prices charged in the locality in sales of national forest timber of the same kind of species; for injury to timber, second growth, and reproduction, the amount of actual damage shall be ascertained by the Forest Supervisor according to the rules applicable in such cases.

(c) All improvements built or maintained upon the right-of-way shall be kept in an orderly, safe and sanitary condition. Failure to maintain such conditions shall be cause for the termination of the reservation after 30 days' notice in writing to the occupant or user that unsatisfactory conditions exist and that the Department intends to terminate all rights under the reservation unless such conditions are forthwith corrected to the satisfaction of the Regional Forester.

(d) Upon the abandonment of a reserved right-of-way, either by formal release, by termination, or by non-use for a period of one calendar year, all improvements thereon not the property of the United States shall be removed therefrom within three months from the date of the abandonment, otherwise such improvements shall vest in and become the property of the United States.

(e) All reasonable precautions to prevent and suppress forest fires shall be taken by the grantor and all persons acting for or claiming under him; suitable crossings shall be constructed by grantor and/or said persons where the reserved right-of-way intersects existing roads and trails; borrow pits shall not be opened outside of the immediate graded section except under a special use permit from the Forest Supervisor.

(f) Officers of the Forest Service shall have free ingress and egress on and over the reserved rights-of-way for all purposes necessary and incidental to the protection and administration of the national forest.

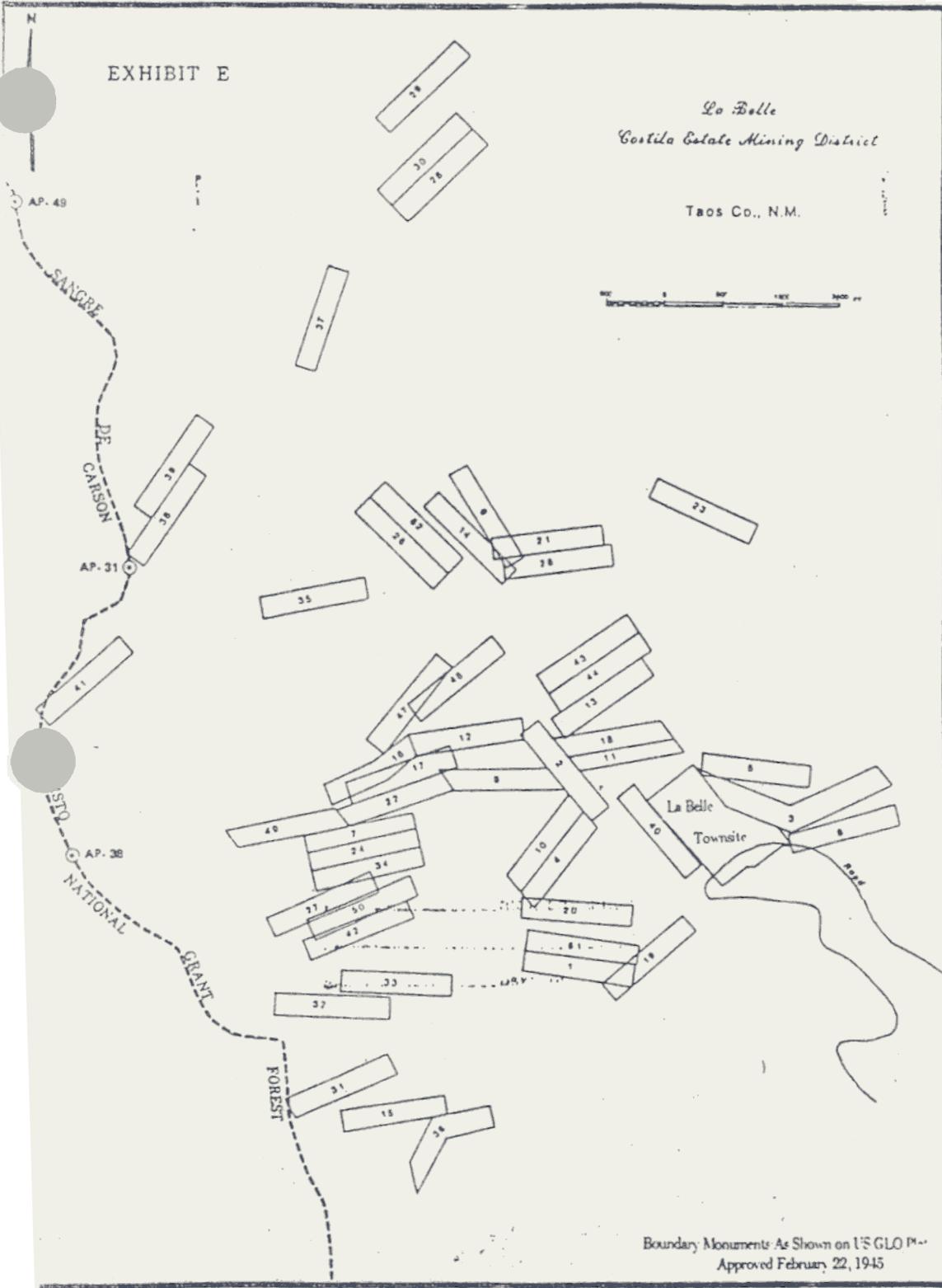
(36 Stat. 962, as amended; 16 U.S.C. 518)

By Reggie Stuck Deputy

EXHIBIT E

La Belle
Costilla Estate Mining District

Taos Co., N.M.



Boundary Monuments As Shown on U.S. GLO P.M.
Approved February 22, 1945

Taos
City

81 12.31

QUITCLAIM DEED

RICHLAND DEVELOPMENT COMPANY, a Delaware corporation ("Richland") and PENNZOIL COMPANY, a Delaware corporation ("Pennzoil"), for consideration paid to each of them, quitclaim to Vermejo Park Corporation, a Delaware corporation, whose address is P. O. Drawer E, Raton, New Mexico 87740, (i) the land located in Taos and Colfax Counties, New Mexico, and Costilla County, Colorado, which is described in Exhibit "A" which is attached hereto and made a part hereof for all purposes (the "Land"), together with (ii) all improvements located upon the Land, (iii) any perpetual royalty interests and any other rights covering the Land currently owned by Pennzoil or Richland pursuant to that certain Indenture Agreement dated June 1, 1977, filed September 2, 1977, at 11:32 a.m. and recorded in Deed Book 132, Page 191, Records of Colfax County, New Mexico, and (iv) any other interest or rights which Richland or Pennzoil may own in land located in Taos or Colfax Counties, New Mexico, or Costilla County, Colorado.

WITNESS their hands and seals this 31st day of December, 1981.



James W. Goss
Secretary

RICHLAND DEVELOPMENT COMPANY

By James W. Goss
James W. Goss-President



Neal O. Wade
SECRETARY

PENNZOIL COMPANY

By Neal O. Wade
Neal O. Wade
Group Vice President-Administration

ASSIGNMENT

The Richland Development Corporation, a Delaware Corporation, (hereinafter "Grantor"), for consideration paid, the receipt and adequacy of which is hereby acknowledged, has, and by these presents does, assign, transfer, and convey, to Vermejo Park Corporation, Post Office Drawer E, Raton, New Mexico, all of the right, title, estate and interest received by Richland Development Corporation by and under that certain Assignment of Timber Agreement made as of November 5, 1981, from Amalia Lumber Company, a New Mexico general partnership. The Pacific Lumber Company, a Maine corporation, and Sangre de Cristo Timber Corporation, a Delaware corporation to Richland Development Corporation, said assignment of Timber agreement having been recorded with the County Clerk of Colfax County, New Mexico at Misc. Book 101 pages 442-457, on November 6, 1981, and having been recorded with the County Clerk of Taos County, New Mexico at Book M-84, pages 538-553, on November 6, 1981, and with the County Clerk of Costilla County, Colorado at Book 221, pages 615-630, on November 6, 1981.

WITNESS by hand and seal this 31 day of December, 1981.

RICHLAND DEVELOPMENT CORPORATION

BY [Signature]

Attest:

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 31st day of December, 1981, by J.W. GOSS of RICHLAND DEVELOPMENT CORPORATION on behalf of said corporation.

[Signature]
Notary Public

My commission expires:

THE STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 31st day of December, 1981, by James W. Goss, President of RICHLAND DEVELOPMENT COMPANY, a Delaware corporation, on behalf of said corporation.

Phyllis A. Shotts
Notary Public

My Commission Expires:
6-26-85

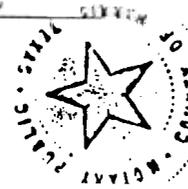


THE STATE OF TEXAS S
 S
COUNTY OF HARRIS S

The foregoing instrument was acknowledged before me this 31st day of December, 1981, by Neal O. Wade, Group VP-Administration of PENNZOIL COMPANY, a Delaware corporation, on behalf of said corporation.

Phyllis A. Shotts
Notary Public

My Commission Expires:
6-26-85



STATE OF NEW MEXICO)
COUNTY OF TAOS) ss.

This instrument was filed for record on the 22 day of January A.D. 1982 at 9:47 o'clock AM and duly recorded in book A-140 Page 398-399. Ec 1-28-82



Marie Laraine Dalgren
County Clerk & Recorder
By Peggy Stuck Deputy

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