

INDIAN CREEK NO. 16  
TELLER COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT INDIAN CREEK, INC., A COLORADO CORPORATION BEING THE OWNER AND A.W. GREGG BEING AN OWNER AND THE HOLDER OF THE EXISTING DEED OF TRUST ENCUMBERING THAT TRACT OF LAND LOCATED IN SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 70 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

IN WITNESS WHEREOF:

THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 7th DAY OF September 1972 A.D.

INDIAN CREEK INC., A COLORADO CORPORATION

TO WIT:

THAT PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 70 WEST OF THE 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE N 00°53'50" E ALONG THE EAST LINE OF SAID SECTION 29, 2655.82 FEET TO THE EAST QUARTER CORNER THEREOF; THENCE N 00°07'14" W ALONG THE EAST LINE OF SAID SECTION 29, 475.17 FEET TO THE MOST SOUTHEASTERLY CORNER OF INDIAN CREEK NO. 13 AS RECORDED IN PLAT BOOK E AT PAGES 59 AND 60 OF THE RECORDS OF TELLER COUNTY, COLORADO; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID INDIAN CREEK NO. 13 FOR THE FOLLOWING TWENTY EIGHT (28) COURSES:

ATTEST: Richard N. Tyra  
RICHARD N. TYRA  
SECRETARY

BY: Lewis O. Tyra  
LEWIS O. TYRA  
PRESIDENT

STATE OF TEXAS

COUNTY OF HARRIS

THE FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME BY LEWIS O. TYRA AS PRESIDENT AND RICHARD N. TYRA AS SECRETARY OF INDIAN CREEK INC., A COLORADO CORPORATION, THIS 7th DAY OF September, 1972 A.D.

WITNESS MY HAND AND OFFICIAL SEAL: Dorothy Wade  
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 1, 1973

IN WITNESS WHEREOF:

THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS 21st DAY OF August, 1972 A.D.

A.W. GREGG, AN OWNER AND THE HOLDER OF THE EXISTING DEED OF TRUST

BY: R.W. HOPE JR., AGENT AND ATTORNEY IN FACT

STATE OF TEXAS

COUNTY OF HARRIS

THE ABOVE AND FOREGOING STATEMENT WAS ACKNOWLEDGED BEFORE ME THIS 21 DAY OF August, 1972 A.D. BY R.W. HOPE JR., AGENT AND ATTORNEY IN FACT FOR A.W. GREGG.

WITNESS MY HAND AND OFFICIAL SEAL: Janet H. Burke  
NOTARY PUBLIC

MY COMMISSION EXPIRES: June 1, 1973

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DOES HEREBY CERTIFY THAT THE ACCOMPANYING PLAT HAS BEEN PREPARED IN ACCORDANCE WITH CHAPTER 136 OF THE COLORADO REVISED STATUTES, AS AMENDED JULY 1, 1966, AND THAT SAID PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACT OF LAND AND THE SUBDIVISION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
STATE OF COLORADO

THE ADJOINING PLAT WAS APPROVED BY THE BOARD OF COMMISSIONERS OF TELLER COUNTY, COLORADO, THIS 11 DAY OF Sept 1972 A.D.

CHAIRMAN

THE BOARD OF COUNTY COMMISSIONERS OF TELLER COUNTY WILL NOT ACCEPT FOR MAINTENANCE THE ROADS AND OTHER PUBLIC WAYS IN THIS SUBDIVISION UNTIL SUCH TIME AS A RESOLUTION TO THAT EFFECT HAS BEEN ADOPTED BY SAID BOARD AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF TELLER COUNTY, COLORADO.

NOTES:

ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A TEN (10) FOOT UTILITY EASEMENT LYING TEN (10) FEET ON EITHER SIDE OF SAID LOT LINES EXCEPT THAT TWO (2) CONTIGUOUS LOTS MAY BE TREATED AS ONE WHERE A BUILDING IS CONSTRUCTED OVER THE DIVIDING LINE PRIOR TO ACTUAL USE OF SAID UTILITY EASEMENT. ALL BEARINGS AS SHOWN ON THIS PLAT ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 12 SOUTH, RANGE 70 WEST, WHICH WAS ASSUMED N 00°22'26" W. ALL LOT ACRESSES SHOWN ON THIS PLAT HAS BEEN DETERMINED BY PLANIMETERING. WATER SUPPLY AND SANITATION FACILITY SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS.

STATE OF COLORADO

COUNTY OF TELLER

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 9:30 O'CLOCK P.M. THIS 22 DAY OF November, 1972 A.D. AND IS DULY RECORDED IN PLAT BOOK F AT PAGES 60, 61 AND 62 UNDER RECEPTION NUMBER 219283.

W.L. Johnston  
COUNTY CLERK AND RECORDER

UNITED WESTERN ENGINEERS

SHEET 1 OF 3

COLORADO SPRINGS - 80777 - COLORADO

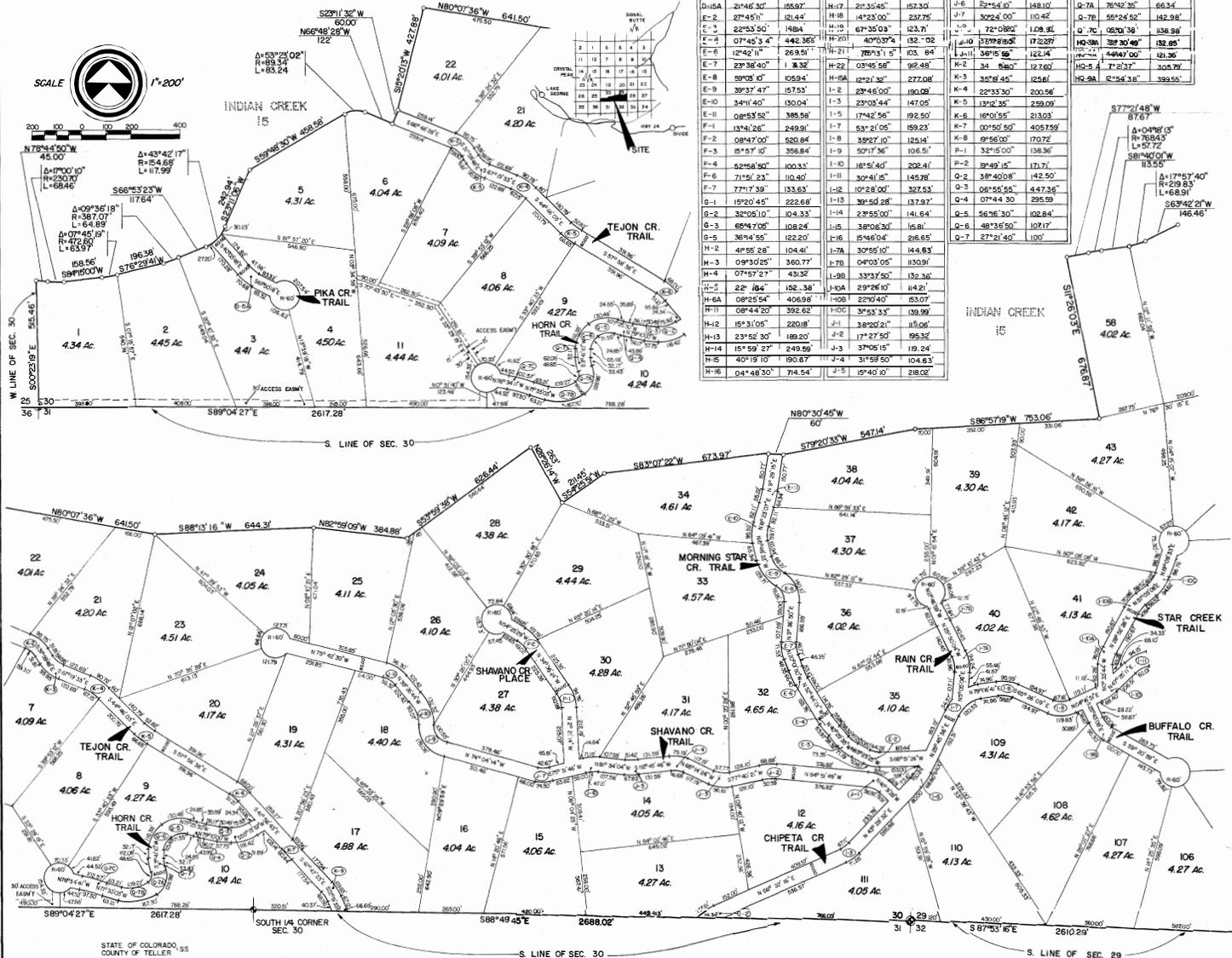
This map/plat/ILR is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, encroachments, distances, location of easements, acreage, or other matters shown thereon.

# INDIAN CREEK NO. 16 TELLER COUNTY, COLORADO

VICINITY MAP

CURVE TABLE  
DATA IS BASED ON 1" = 200'

NO.	Δ	RADIUS	NO.	Δ	RADIUS	NO.	Δ	RADIUS
D-15A	21°46'30"	155.97	H-17	21°35'45"	157.30	J-6	22°54'10"	148.10
E-2	27°45'11"	161.44	H-18	14°23'00"	237.75	J-7	30°24'00"	115.42
F-3	22°53'30"	146.81	H-19	47°30'33"	123.71	K-1	72°09'02"	129.35
F-4	07°45'3"	442.365	H-20	40°53'37"	132.02	K-2	37°28'00"	172.287
F-5	12°42'14"	269.91	H-21	78°51'51"	103.84	K-3	39°15'00"	122.14
F-6	23°36'40"	133.32	H-22	03°45'58"	918.48	K-4	34°54'00"	127.62
F-7	59°09'10"	105.94	H-23	12°21'32"	277.08	K-5	35°16'45"	125.61
F-8	39°37'47"	157.53	H-24	23°46'00"	190.09	K-6	22°33'30"	200.56
F-9	34°11'40"	130.04	H-25	23°03'44"	147.05	K-7	13°12'30"	259.09
F-10	08°53'52"	385.58	H-26	17°42'56"	192.50	K-8	16°01'55"	213.03
F-11	13°41'26"	249.91	H-27	53°21'05"	159.23	K-9	00°50'50"	405.759
F-12	08°47'00"	520.84	H-28	39°27'10"	125.14	K-10	89°56'00"	170.72
F-13	15°37'10"	356.84	H-29	50°17'36"	106.55	K-11	32°15'00"	138.36
F-14	52°58'30"	100.33	H-30	16°52'40"	206.41	K-12	39°49'15"	131.91
F-15	71°51'23"	110.60	H-31	30°41'15"	155.86	K-13	38°40'18"	142.50
F-16	77°17'39"	133.63	H-32	10°28'00"	327.53	K-14	06°55'55"	447.36
G-1	15°20'45"	222.68	H-33	36°52'28"	137.37	K-15	07°44'30"	295.59
G-2	32°05'10"	104.33	H-34	23°55'00"	141.64	K-16	56°16'30"	102.84
G-3	65°47'05"	108.24	H-35	38°06'30"	151.81	K-17	48°36'50"	107.17
G-4	36°14'55"	122.20	H-36	15°48'04"	216.65	K-18	27°21'40"	100
H-1	4°55'28"	104.41	H-37	30°55'10"	144.63	K-19	00°00'00"	0
H-2	09°30'25"	360.77	H-38	04°03'05"	130.91	K-20	00°00'00"	0
H-3	07°57'27"	431.32	H-39	33°37'50"	132.36	K-21	00°00'00"	0
H-4	22°18'42"	152.38	H-40	29°46'10"	141.27	K-22	00°00'00"	0
H-5	08°25'54"	408.95	H-41	22°24'07"	53.07	K-23	00°00'00"	0
H-6	08°44'20"	332.62	H-42	35°53'33"	139.99	K-24	00°00'00"	0
H-7	15°31'05"	220.18	H-43	18°22'21"	115.06	K-25	00°00'00"	0
H-8	23°52'30"	189.20	H-44	17°27'50"	95.32	K-26	00°00'00"	0
H-9	15°59'27"	249.59	H-45	37°06'15"	119.24	K-27	00°00'00"	0
H-10	40°19'10"	180.67	H-46	31°59'50"	104.63	K-28	00°00'00"	0
H-11	04°48'30"	714.54	H-47	15°40'10"	218.02	K-29	00°00'00"	0

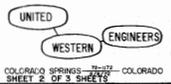


STATE OF COLORADO, SS  
COUNTY OF TELLER

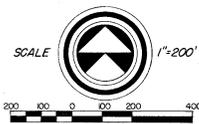
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT \_\_\_\_\_ O'Clock P.M. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1972 A.D. AND IS DULY RECORDED IN PLAT BOOK \_\_\_\_\_ AT PAGES \_\_\_\_\_ AND \_\_\_\_\_ UNDER RECEIPTION NUMBER 21223.

REC. \_\_\_\_\_

*W. J. Johnston*  
COUNTY CLERK & RECORDER



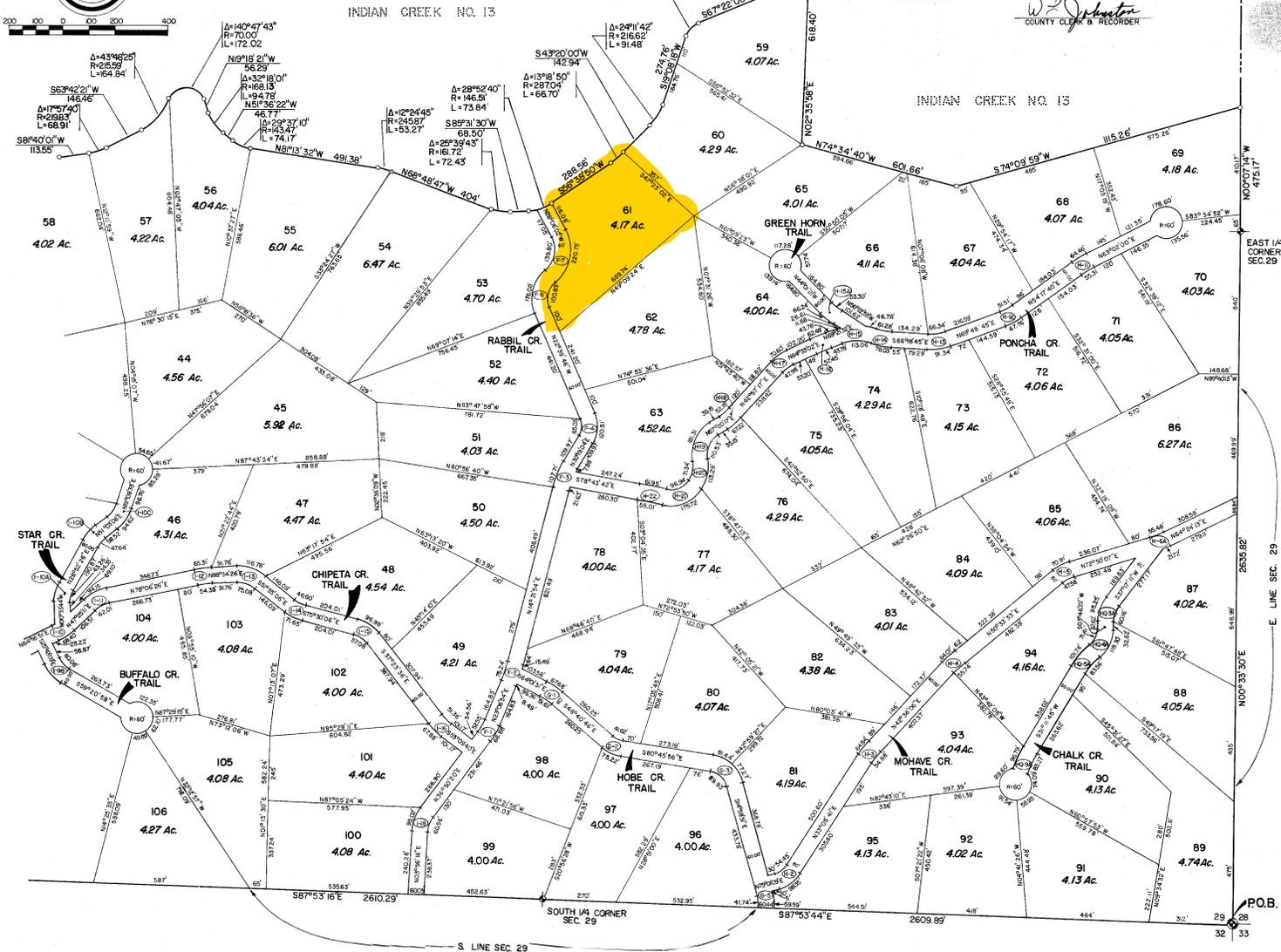
# INDIAN CREEK NO. 16 TELLER COUNTY, COLORADO



STATE OF COLORADO, SS  
COUNTY OF TELLER, SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT 3:30 O'CLOCK P.M. THIS 29 DAY OF March 1975 A.D. AND IS DULY RECORDED IN PLAT BOOK 6 AT PAGES 61 AND 62 UNDER RECEPTION NUMBER 27273 FEE: \_\_\_\_\_

*W. J. Hunter*  
COUNTY CLERK & RECORDER



UNITED  
WESTERN ENGINEERS  
COLORADO SPRINGS, COLORADO  
SHEET 3 OF 3 SHEETS



# Indian Creek

Property Owners Association



**ICPOA is Indian Creek Property Owners Association.**

- President: Toni Moore, [icpoassociation@gmail.com](mailto:icpoassociation@gmail.com), (919) 624-7641
- Vice-President: Doug LaGasse: [DougLag7@gmail.com](mailto:DougLag7@gmail.com)
- Secretary Jeanette Zupancic: (719) 271-4636, [jizupp@yahoo.com](mailto:jizupp@yahoo.com)
- Treasurer Mark Strange: (719) 748-1073, [MLSTRANGE54@GMAIL.COM](mailto:MLSTRANGE54@GMAIL.COM)
- Member-at-Large: John Rakowski, (719) 748-3861, [rakgeologist@yahoo.com](mailto:rakgeologist@yahoo.com)
- Committee Chairperson for Fire Mitigation: Mark Waldo, [Wallypoonsky@gmail.com](mailto:Wallypoonsky@gmail.com), (720) 837-7485



largest development area in Teller County, Colorado. ICPOA was incorporated under Colorado law in 1976 and we do not own property, handle land sales ,or advertise sales. Our members are from all over the nation, many are permanent residents, and others are planning on retiring or moving here in the future. Some members are using the investments made in land as a hedge against inflation.

We do not share our addresses or email lists with anyone else. ICPOA is a non-profit IRS 501 (C-4) organization. The officers are concerned members who donate their time and talents to the Association. It is not just "Social Club", although there is an annual Pot Luck Dinner and other opportunities to socialize with your neighbors.

ICPOA traditionally hosts a dinner in June of each year, and Ice Cream Social in August. Our meetings help members meet neighbors. There are usually three meetings each year: February, June and August and are at the Florissant Grange (Old Schoolhouse) at 4 PM on those Saturdays. Newsletters are mailed each winter and as needed to help members keep up to date. If we have your email address we also send copies of Meeting Minutes or other timely news items.

Problems and concerns of our officers and members are no doubt similar to those you have in protecting your interests and investment here. Some areas in which we are trying to give help to our members are: increased law enforcement, better fire protection, improvements in road maintenance, emergency medical service, recognition and protection of property rights. We try to act as an avenue of communication with local, county and state government. Being sure our members stay informed of issues pertinent to them and their property here in Indian Creek is an important goal of ICPOA. Membership is particularly useful to non-resident landowners to be informed of happenings here.

ICPOA belongs to the Teller County Alliance of Property Owners Associations. That group was formed in 1989 to coordinate efforts of property owners in Teller County and to provide an organized forum for discussion and action on such matters as may be in the interest of the area.

**The Association needs your support to continue serving Indian Creek and thanks you for your continued membership. We also invite you to become a member if you live in or near Indian Creek and, we hope, actively participate. Our annual \$15 voluntary membership fee is a bargain to help keep you informed. To become a member or pay your dues for next year, send your current or changes to you property address, permanent address, email address, a personal check, and phone number along with a personal check for \$15, to: ICPOA, P.O. Box 111, Florissant, CO 80816, or email us at [icpoassociation@gmail.com](mailto:icpoassociation@gmail.com) with the same information and pay the \$16 fee via PayPal at the same email address: [icpoassociation@gmail.com](mailto:icpoassociation@gmail.com) (PayPal charges a \$1 fee unless you make the payment "friends and family" method).**



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DRAWN TO CASE

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DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, INDIAN CREEK, INC., a Colorado Corporation, is the owner of a certain tract of land located in the County of Teller, State of Colorado, known as INDIAN CREEK NO. 16, the plat of which is filed of record in the office of the County Clerk and Recorder of Teller County, Colorado.

WHEREAS, the said owners intend to sell, convey, and dispose of the real property included in said plat and are desirous to subject all lots in the plat to certain protective restrictions, conditions, and covenants, all for the use and benefit of themselves and their grantees, as hereinafter set forth in the end that harmonious and attractive development of the property may be accomplished and that the health, comfort, safety, relaxation, convenience and general welfare of all owners and occupants may be protected and safeguarded, and in order to establish and maintain a carefully protected residential community.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above owners do hereby publish, acknowledge, and declare that they do by this document establish the following restrictions, covenants, and conditions, and that these covenants in their entirety shall apply to all lots in the said INDIAN CREEK NO. 16 subdivision, and further, that these covenants shall be deemed to run with the land, and shall be binding upon the owners, their heirs, personal representatives, successors, and assigns, to wit:

I. SPECIAL AGREEMENTS

As part of the consideration for the sale of above described real estate, it is specifically agreed by the parties, that:

- A. Purchaser agrees not to deface the area or cut timber from the land except as may be necessary to clear land for original construction of dwelling, entrance driveway, and utilities.

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B. Purchaser shall furnish at his own expense, one approved culvert of a minimum size of 18 inches in diameter, or larger if necessary to provide proper drainage, as required for private access road to each lot shown in above said plat.

C. All side and rear lot lines are subject to a ten (10) foot utility easement, lying ten (10) feet on either side of said lot lines, except that two contiguous lots may be treated as one where a building is constructed over the dividing line prior to actual use of said utility easement.

### II RESIDENTIAL AREA RESTRICTION

A. No building shall be erected, altered, placed, or permitted to remain on any lot unless it has a minimum of 400 sq. ft. or more.

B. Domestic water shall be obtained by the drilling of a private well on any lot, or from a spring, stream, or cistern.

C. Any sewage disposal, private or public, built on any lot shall conform with the existing laws of the proper governmental authority.

### III ARCHITECTURAL CONTROL

A. All buildings erected, placed, or altered on any lot shall be approved by the proper governmental authority in Teller County, Colorado.

### IV STRUCTURE LOCATION

A. No building, house trailer or mobile home shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 10 feet to any side street lot line. No building shall be located nearer than 10 feet to any interior lot line. No building shall be located on any lot, nearer than 10 feet to any rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building. No portion of any building shall encroach upon any other lot.

222012

PLANNING CARD

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V GENERAL RESTRICTIONS

- A. No one shall engage in any noxious or offensive activity on any lot, at any time, nor shall anything be done thereon, at any time, which may become an annoyance or nuisance to the neighborhood in general.
- B. House trailers, mobile homes, and modular homes shall be allowed on any lot as a permanent residence, providing that same be of manufactured design, have a minimum floor area of 400 sq. ft.
- C. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet, advertising the property during the construction and sales period.
- D. The discharge of firearms of any kind in the public area shall not be permitted.

VI GENERAL CONDITIONS

- A. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty (20) years, from date these covenants are recorded, unless an instrument signed by a majority of the owners of the lots, has been recorded agreeing to change said covenants in whole or in part.
- B. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any real estate situated in said subdivision to prosecute under proceedings in law or in equity against the person or persons so violating the covenants, in order to restrain or enjoin in the violation and thereby to enforce these covenants or recover damages for the violation thereof.
- C. Invalidation of any of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals in the day shown on the acknowledgment hereof.

By Lewis O. Tyra  
President

ADDRESS:

Virginia M. Campbell  
Assistant Secretary

IN WITNESS WHEREOF:

The undersigned has caused these presents to be executed this 13 day of Sept, 1972

A. W. GREGG, Holder of the Existing Deed of Trust

By R. W. Hope, Jr.  
R. W. HOPE, JR.  
Agent and Attorney-in-Fact

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 1972, by LEWIS O. TYRA as President and VIRGINIA M. CAMPBELL as Assistant Secretary of INDIAN CREEK, INC.

INDIAN CREEK, INC., a corporation.  
My notarial commission expires June 1973  
Witness my hand and official seal.

Barth Had.  
Notary Public

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged by R. W. HOPE, JR. as agent and attorney-in-fact for A. W. GREGG before me on this 13 day of September, 1972. Witness my hand and official seal.  
My commission expires June 1973.

John A. [Signature]  
Notary Public

RETURN TO: INDIAN CREEK, INC., 5947 Lomdale, Houston, Texas 77025

405352 03/25/1993 08:35A B: 658 P: 209  
Constance Joiner, Clerk & Recorder, Teller Cnty

0450.00

AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS FOR  
INDIAN CREEK NO. 16,  
TELLER COUNTY, COLORADO

WHEREAS, the Declaration of Restrictive Covenants for Indian Creek No. 16 subdivision of Teller County, Colorado was recorded on June 22, 1973, in Drawer 10, Card 778 A, official records of the Clerk and Recorder of Teller County, Colorado ("Covenants" or "Declaration"); and

WHEREAS, the Covenants are effective for a term of twenty (20) years from the date such Declaration was recorded; and

WHEREAS, the Declaration provides that the Covenants can be changed by an instrument signed by a majority of the owners of the lots in Indian Creek No. 16; and

WHEREAS, the owners of a majority of the lots in Indian Creek No. 16 desire to change the Declaration to provide for continued effectiveness of the Covenants after the date they normally would expire; and

WHEREAS, Indian Creek No. 16 contains 111 lots, numbered consecutively from 1 through 111 inclusive;

THEREFORE, by their signatures below, the owners of the lots identified below (which constitute a majority of the 111 lots in Indian Creek No. 16) hereby declare that the Covenants shall not expire twenty years from the date the Declaration was recorded but rather the Covenants, and all of them, shall continue to be effective for a term of twenty years beyond such stated expiration date and thereafter for successive terms of twenty years each in perpetuity unless, within a time period of one year prior to any given twenty-year renewal date, an instrument signed by a majority of the owners of the lots in Indian Creek No. 16 is recorded declaring that the Covenants, or some of them (as may be set forth in such instrument), shall expire at the end of the then-current twenty year renewal period.

This Amendment may be signed in several counterparts by the various lot owners of Indian Creek No. 16 and all counterparts shall be construed together to constitute this Amendment. Only the signature pages of each counterpart need be recorded to constitute the necessary majority.

IN WITNESS WHEREOF, we, the undersigned lot owners of Indian Creek No. 16, affix our signatures to this Amendment to evidence our consent to the matters stated herein and, for our individual lots, we each hereby individually declare that the signatures appearing under a given lot number constitute all of the record owners of such lot as of the date noted.

405352 03/25/1993 08:35A B: 658 P: 210  
Constance Joiner, Clerk & Recorder, Teller Cnty

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WARRANTY DEED

THIS DEED, made this 21st day of March, 1972, between A. W. Gregg of Hays County, Texas, party of the first part and INDIAN CREEK, INC., a Colorado corporation, party of the second part, WITNESSETH: That the said party of the first part, for and in consideration of the sum of TWO HUNDRED FORTY-EIGHT THOUSAND AND NO/100 (\$248,000.00) DOLLARS in hand paid by party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the said party of the second part, its successors and assigns, all of the following described parcels of land, situated, lying and being in Teller County, Colorado, as follows:

Township 12 South, Range 70 West of the 6th P. M.:

- Section 29: South  $\frac{1}{2}$
- Section 33: North  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  and NE  $\frac{1}{4}$  NW  $\frac{1}{4}$
- Section 28: South  $\frac{1}{2}$  SW  $\frac{1}{4}$
- Section 32: North  $\frac{1}{2}$  NE  $\frac{1}{4}$
- Section 30: All

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its successors and assigns forever. And the said party of the first part, for himself, his heirs and assigns, does covenants, grant, bargain and agree to and with said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, that he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens and encumbrances of whatever kind or nature soever except rights of way of record, and reserving to A. W. Gregg all mineral and mineral rights within the subject property and the subsurface rights appurtenant thereto, and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and forever defend.

Seller reserves and retains the right of ingress and egress for the purposes of mining, storing, producing, marketing and removing of minerals from the property so conveyed, provided that any damage done to the surface estate in connection with the exercise of said rights shall be compensated for to the owner of such surface estate by the owner of the mineral estate so causing such damage, and the said right of ingress and egress for said purposes shall inure to the benefit of Seller, his heirs, executors, administrators and assigns.

It is agreed and understood that all of the terms, provisions and stipulations of that certain Agreement, dated December 30, 1970, entered into by and between A. W. Gregg and Indian Creek, Inc., are carried forward

STATE DOCUMENTS FEE  
Date 3-12-72  
\$ 24.80

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