

900  
(1)

WARRANTY DEED

Timothy S. Thoner and Genevieve D. Thoner, husband and wife

for consideration paid, grant to  
Mark D. Augustine, an unmarried man, as to an undivided 1/3% tenancy in common interest and Brad M. Augustine, a single man, as to an undivided 1/3% tenancy in common interest and Scott J. Augustine and Teresa L. Born, husband and wife, as joint tenants, as to an undivided 1/3% tenancy in common interest  
whose address is 5310 Sierra Caves Ave., Bakersfield, CA 93313-4563  
the following described real estate in RIO ARRIBA County, New Mexico:

All of that certain parcel of land, identified as "EAST TRACT 1.32 ACRES", in the vicinity of Brazos Lodge, as shown on plat entitled "LOT LINE ADJUSTMENT BETWEEN TRACT C & TRACT C-1 FOR TIMOTHY S. AND GENEVIEVE D. THONER", filed in the Office of the County Clerk, Rio Arriba County, New Mexico, on January 16, 2008, in Plat Book L1, page 90.

RIO ARRIBA  
J. FRED VIGIL, COUNTY CLERK  
200802373  
Book 531 Page 2373  
1 of 1  
04/09/2008 09:11:12 AM  
BY SHIRLEYM

*[Handwritten signature]*

("POOR QUALITY ORIGINAL")

Subject to: Reservations, restrictions and easements of record and taxes for the year 2008 and thereafter.  
with warranty covenants.

Witness my hand this 4 day of APRIL 2008

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Handwritten signature: Timothy S. Thoner]*  
Timothy S. Thoner  
*[Handwritten signature: Genevieve D. Thoner]*  
Genevieve D. Thoner

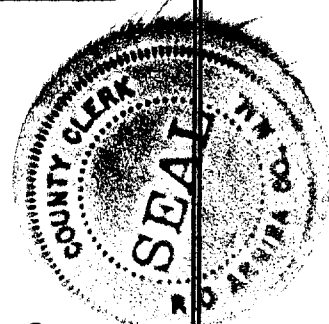
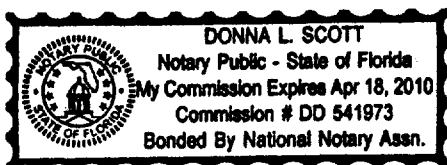
ACKNOWLEDGEMENT FOR NATURAL PERSONS:

State of FLORIDA )  
County of ESCAMBIA ) SS.

This instrument was acknowledged before me on the 4 day of APRIL 2008 by Timothy S. Thoner and Genevieve D. Thoner, husband and wife.

My commission expires: 04/18/2010  
(Seal)

*[Handwritten signature: Donna L. Scott]*  
Notary Public



# Owners Certification

We, Timothy S. Thoner and Genevieve D. Thoner, owners of the hereon platted property, hereby certify that this lot line adjustment, was performed with our full consent. We further certify that the property as platted hereon correctly represents that which was requested by us.

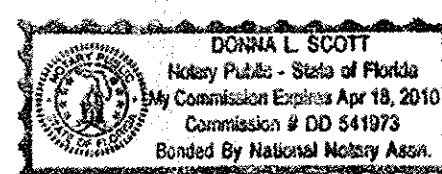
*Timothy S. Thoner*  
TIMOTHY S. THONER

*Genevieve D. Thoner*  
GENEVIEWE D. THONER

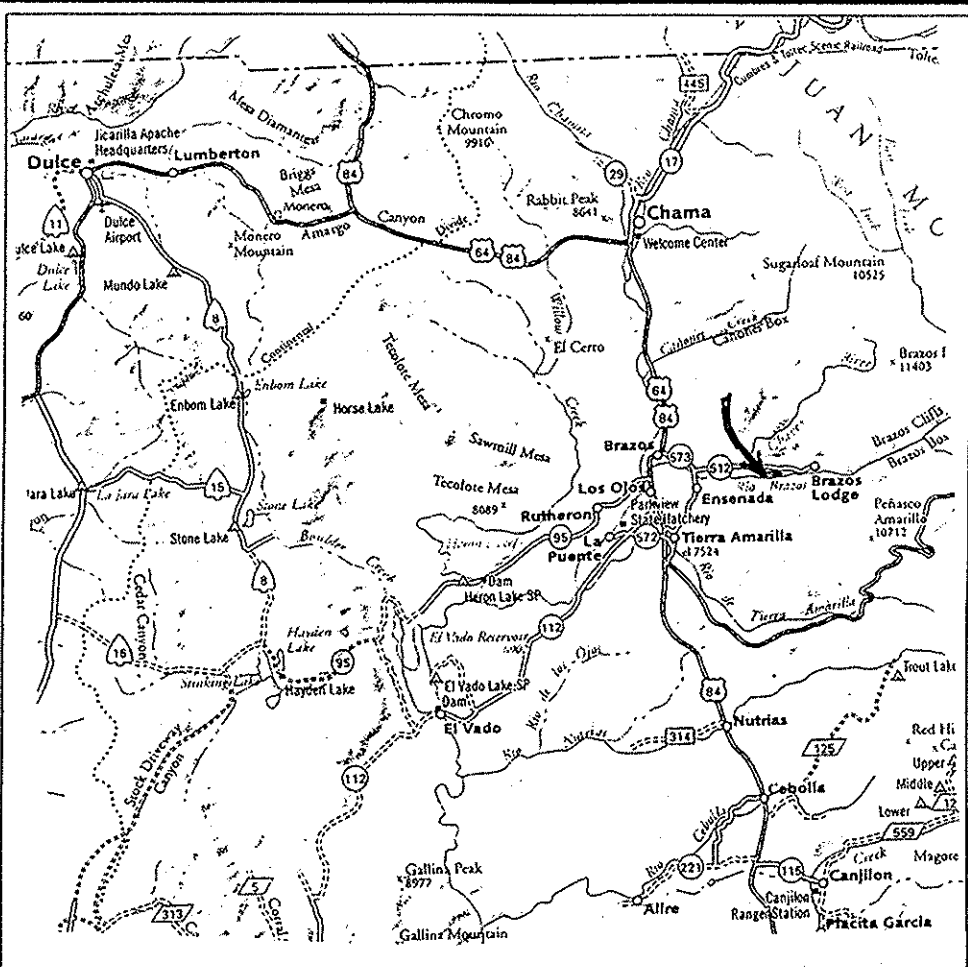
STATE OF FLORIDA )  
COUNTY OF CAMBIA ) ss

The foregoing certification was acknowledged before me on this the 27 day of November 2007, by Timothy S. Thoner and Genevieve D. Thoner.

*Donna L. Scott*  
Notary Public



LOT LINE ADJUSTMENT BETWEEN TRACT C & TRACT C-1 FOR  
TIMOTHY S. and GENEVIEWE D. THONER  
In the Vicinity of Brazos Lodge  
Within the Tierra Amarilla Grant  
Rio Arriba County, New Mexico



Vicinity Map  
N.T.S.

## Surveyor's Notes:

1. Basis of Bearing - S49°30'49"E (Unrotated GPS observations from NMSEO brass cap "Cable" to NMSEO brass cap "Airstrip". Bearings are grid and based on the New Mexico State Plane Coordinate System Central Zone (NAD27). Coordinates were transformed of the NMSEO station "Cable", having New Mexico State Plane Coordinates, Central Zone (NAD27), grid US survey feet, of Y=2142009.14 and X=400596.13. The combined grid to ground factor is 1.0004620520 and was computed at NMSEO station "Cable" using the mean elevation of 7772 feet.
2. Reference materials:
  - a. Deeds and other documents:
 

Book 80, page 289	Book 150, page 32
Book 153, page 621	Book 153, page 622
Book 186, page 668	Book 215A, pages 484-485
Book 388, page 488	Book 528, page 8695
Book 519, page 200	Book 84, page 324
Book 519, page 30	
  - b. Plats:
 

Replat - Brazos Rim, Unit 4 Lot 17 by J. C. Lujan, NMMS 3522 as filed in Book 117-A, pages 100-100A on 04 October 1973 (S-535.03)

Survey for Ten Thirty-One Corporation by W. H. Albert, NMPS 7241, as filed in Book of Plats Cabinet O-1101, page 4205 on 30 May 1996 (95-200)

Survey Requested by Peggy Puckett by J. C. Lujan, NMPS 3522, as filed in Book 140-A, page 228 on 12 April 1982 (S-535.09)

Plat of 212 Acre Tract by D. T. Morrison, NMPS 1010, as filed in Book 84, page 324 on 7 September 1965

A Survey for Vernon Causey by W. H. Albert, NMPS 7241, filed in Book 147-A, page 585 on 24 January 1984 (83-05)

Survey Map of Oak Ridge Tract by D. T. Morrison, NMPS 1010, as filed in Book of Plats Cabinet B-080, page 319 on 26 March 1965 (S-555-18)

Plat of Tract Consolidation for Robert W. Brashear by G. Archuleta, NMPS 13976, as filed in Book of Plats Cabinet U-182, page 7093 on 12 January 2001 (00-203)

Survey for Vernon & Geraldine Causey by W. H. Albert, NMPS 7241, as filed in Book of Plats Cabinet M-197, page 2905 on 3 January 1984 (93-182)

Boundary Survey Plat for Gerald D. & Peggy June Puckett by Gilberto Archuleta, NMPS 13976, as filed in Book of Plats Cabinet G1, page 11 on 13 November 2003 (03-084)
3. This survey is subject to any facts that may be disclosed by a full and accurate title search and to any easements, restriction or reservations of record. It is possible that there are deeds, easements or other instruments, either of record or unrecorded, which could affect the hereon platted property. This survey is also subject to those items specified in Title Commitment 007100125 SM2 / RT provided to this surveyor by Chamo Title Company, Inc.
4. As a result of apparent public common usage of certain areas delineated hereon, but not necessarily restricted to only those areas, the public and/or certain specific private parties may acquire "prescriptive easements" over those areas under the statute of limitations.
5. Fences deviate from the property lines.
6. A portion of the southerly boundary is the approximate meander line of centerline of the Brazos River at the time of this survey. This boundary as shown on this plat is subject to change due to natural causes, and may or may not represent the permanent location of this boundary.
7. There is an existing fishing easement approximately 50 feet in width from the north bank of the Brazos River to the bluff lying north of the Brazos River see Book 80, page 289.
8. This property lies within Zone X and Zone A as shown on FEMA Flood Insurance Rate Map Community Panel 350049 0300 B, dated 5 January 1989. Zone X is defined as "areas determined to be outside 500-year flood plain." Zone A is defined as "special flood hazard areas inundated by 100-year flood. No base flood elevation determined."
9. The Property Identification Codes for the properties as provided by the Rio Arriba County Assessors Office are: Tract C - 1-025-170-135-484 & Tract C-1 - 1-025-170-135-468.

N-F Robert W. Brashear, et al.  
(00-203)  
"Lot 17"

N-F Vernon Causey, et al.  
Book 150, page 32  
(83-05)  
(93-182)

N-F Bettinger Revocable Trust  
Book 186, page 668  
(83-05)

N-F Thomas D. Anderson, et al.  
Book 388, page 488  
(S-555.18)

N-F Vernon Causey, et al.  
Book 153, page 621

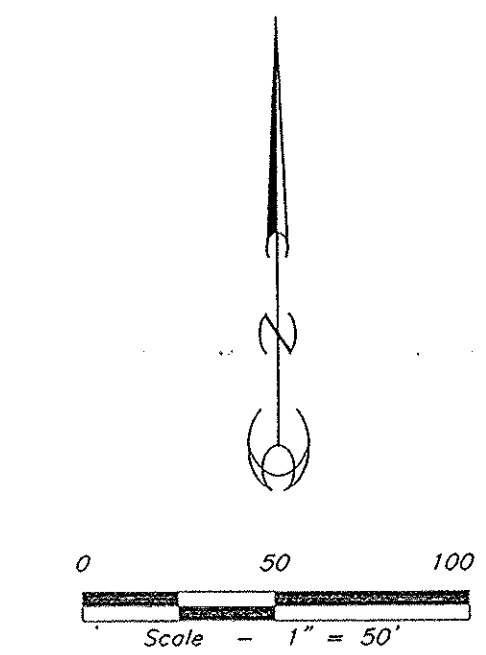
N-F Vernon Causey, et al.  
Book 153, page 622

N-F James L. Weiss, et al.  
Book 215-A, pages 484-485  
(95-200)

West Tract  
1.32 Acres

East Tract  
1.32 Acres

N-F Brazos Land Corporation  
No Deed Found



## LEGEND

- - Corner set this survey, 1/2" rebar with PS 7241/13976 cap
- - Found 1/2" rebar with 7241/13976 cap unless otherwise noted
- △ - NMSEO brass cap
- - Power pole
- - Power line
- - - Existing fence
- - Calculated point
- - Existing Road

P&Z Plat No. RA-2008-014-S

*Flannery A. Smith* 01-14-2008  
Rio Arriba County Planning  
and Zoning

STATE OF NEW MEXICO )  
COUNTY OF RIO ARRIBA ) ss

RIO ARRIBA  
J. FRED VIGIL, COUNTY CLERK  
200800262 90  
Book L of Page  
01/16/2008 09:30:40 AM  
BY DELORA

NO ARRIBA COUNTY  
JAN 14 2008  
PLANNING & ZONING DEPT  
*Flannery A. Smith*  
RA-2008-014-S



## CERTIFICATE OF SURVEY

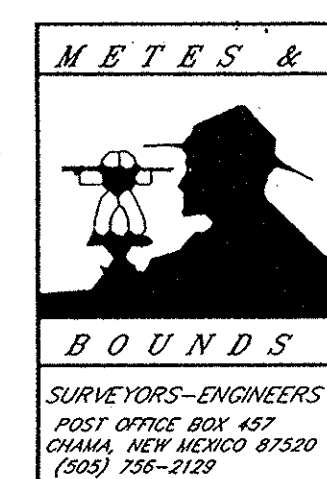
I do hereby certify that this plat is an accurate delineation of field surveys completed under my direction in October of 2007, and that it meets the Minimum Standards for Surveys in New Mexico as adopted by the New Mexico Board of Registration for Professional Engineers and Surveyors on 1 May 2007.

I further certify that this survey is a lot line adjustment, defined as an exemption to the New Mexico Subdivision Act and Rio Arriba County ordinances governing the subdivision of land.

*Gilberto Archuleta* 1/08/2008  
GILBERTO ARCHULETA NMPS 13976



REVISIONS		
Date	By	Description
date: 31 OCTOBER 2007	draftsman: JAA	
C# 00-122AC	Job # 07-131	
Dwg # 07-131	Proj# 07-131	
INDEXING INFORMATION FOR THE COUNTY CLERK		
owner: THONER, TIMOTHY S. & GENEVIEWE D.		
subdivision: N/A		
grant: TIERRA AMARILLA		
township 29N	range 05E	section 20



07-131

1500  
(4)

Brazos Rim Tract C/C1 East and West Tract  
Well Share Agreement

**1. PURPOSE:**

The sole purpose of this Agreement is to provide an equal distribution of potable water from a single well located on EAST TRACT of Tract C and Tract C-1 . To WEST TRACT of Tract C and Tract C-1 as recorded with the County Clerk, Rio Arriba County, New Mexico, on January 16, 2008, Plat Book L1 page 90.

**2. OWNERS:**

A. Use of the well is for domestic purposes only by the Title Holders of the above mentioned tracts. Title holder of EAST TRACT in which the well is physically located shall be called "Owner One" and title holder of WEST TRACT shall be called "Owner Two".

B. Each Owner has the "Right" to an equal share of water from the well. That Right is appurtenant to the land and may not be transferred or assigned to another except as is consistent with the transfer of all Owners rights and interests in the property through sale or other conveyance of the deed. Therefore, this Agreement is binding upon all Owners, future Owners, heirs and assigns.

C. Owner One is responsible for collecting fees to maintain the well and insure monthly payments are made for electricity. This includes the collection of funds for unexpected emergency repairs. Owners shall convene on an annual basis to assess and adjust the amount of the annual fee and to address usage, water quality, and/or other concerns. A consensus is required for planned repairs and maintenance, including major expenditures such as overhauls or the drilling of a supplemental or replacement well.

**3. FEES:**

A. It is this instruments intention to divide the costs associated with a private well equally. All maintenance and repairs expenses on shared well equipment will be divided equally by both owners.

B. An annual maintenance fee of \$100.00 will be paid to Owner One by January 1 of each year for the upcoming calendar year.

C. Owner Two will install a water meter and pay a flat rate fee of \$.0197 per gallon in compensation for NORA electrical charges assumed by Owner One. This amount is to be paid by the 1<sup>st</sup> of the month after the date of water delivery. For convenience purposes, if agreed upon in writing, payment schedule may be adjusted to bi-monthly or quarterly. This fee is derived from the calculations in Attachment 1 & 2. Rate fluctuations, well equipment changes, or amperage draw concerns are just cause for both Owners to reevaluate and agree upon an alteration of this fee per gallon. Owner One is not entitled to and will in no way make attempts to gain profit from the delivery of water to Owner Two. In the event Owner Two becomes 60 days delinquent in above mentioned fees or if either Owner One or Owner Two refuse to pay costs incurred to maintain well operability they concede to the forfeiture of water rights. Water rights shall be reinstated promptly upon payment of accrued bills plus a 5% late fee.

D. Any Owner may act on an "Emergency" basis to repair major leaks or inoperative equipment which may disrupt or interrupt the normal flow of water. That Owner will be entitled to compensation for Emergency repairs.

E. Each owner is responsible both physically and financially for their own supply lines and or equipment not shared or used in common with the other Owner. Additionally, each Owner is responsible both physically and financially for any damage caused to the well and supporting equipment by themselves or any of their agents, contractors, etc.

**4. EASEMENTS:**

An Easement is in place for Owner Two to be granted reasonable access to the well and related equipment for purposes of connection, and maintenance of those connections and shared components. Such easement is recorded with the County Clerk, Rio Arriba County, New Mexico, in Plat Book L1, page 90. Additionally, each owner grants easement on their property to all others on an Emergency basis consistent with 3.D above.

**5. CONSERVATION:**

Both Owners shall be diligent in their conservation of water and respect the rights of the other Owner.

**6. EXEMPTION:**

Nothing in this Agreement shall prevent either Owner from drilling their own well or providing an alternate water source. That owner will then be exempt from fees set forth in this agreement provided that there are no supply line connections to the well. Said Owner does not relinquish the Right to their share of water in the future. The Owner is still bound by any and all easements and liable for damages to the well and /or equipment as stated in 3.D above.

**7. MODIFICATIONS:**

Modifications and amendments may be made to this document only by joint consensus of Owner One and Owner Two.

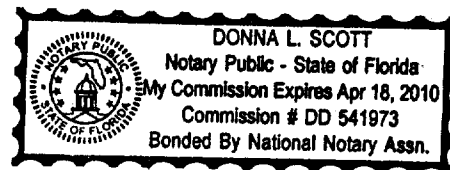
Timothy S. Thoner Timothy S. Thoner Date: 7 APR 08

Genevieve D. Thoner Genevieve D. Thoner Date: 7 APR 08

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I, the undersigned Notary Public in and for the county and state aforesaid, do hereby certify that Timothy S. Thoner and Genevieve D. Thoner, whose name is signed to the foregoing Well Share Agreement bearing the date of the 7 day of APRIL, 2008, has acknowledged the same before me in my county aforesaid. Given under my hand this 7 day of APRIL, 2008.

Notary Public Donna L. Scott  
My Commission Expires: 4/18/2010



## **EAST and WEST Tract Well Share Agreement Price Per Gallon Concept**

For the purpose of calculating fair electrical consumption in regards to well pump usage the following data has been used to determine the cost of water delivery per gallon. These calculations are subject to change with the increase in electrical cost, taxes, or if the pump is replaced with a more efficient model. Due to the temporary inaccessibility of the well equipment the amperage draw has been estimated. If there is any question whether the power consumption is accurate both parties agree to reevaluate the data and adjust the cost accordingly.

### **Pump Characteristics**

Voltage- 240  
Amperage- 8  
Gallons per minute – 8

### **NORA Electrical Charges**

Cost per Kilowatt Hour- 0.0777  
Receipt Tax- 6%

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J. FRED VIGIL, COUNTY CLERK  
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Book 531 Page 2372  
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BY SHIRLEYM

EAST and WEST Tract Well Share Agreement  
Price Per Gallon Calculations

**Pump Power Draw**

Pump Voltage- 240  
Amp Draw - 8  
(240x8)  
Total Watts = 1920(W)  
Kilowatts = 1.920(KW)

**Pump Water Output**

8 GPM  
1 GAL/ 7.5 Second  
1 GAL/ .125 Hours

**Calculations**

KW x H  
 $1.920 \times .125 = .24 \text{ Kwh per GAL}$

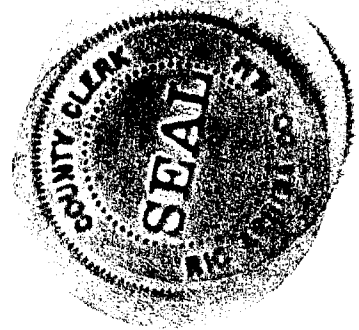
**NORA Electrical Charges**

.0777/ Kwh  
6% Receipts Tax

**Total Cost Per Gallon**

$.0777 \times .24 = \$0.0186$   
Receipts Tax + 6%

TOTAL = \$0.0197 Per Gallon



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BY SHIRLEYM

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