

**BARGAIN AND SALE DEED AND  
DECLARATION OF RESTRICTIVE USE COVENANTS  
(Outlot A and Outlot E)**

**THIS DEED** is made as of this 14 day of JULY, 2005 ("**Effective Date**"), by and between Idarado Legacy, LLC, a Colorado limited liability company ("**Grantor**") whose address is P.O. Box 1039, Telluride, Colorado 80203 and Lone Tree Cemetery District, whose address is \_\_\_\_\_, P.O. Box 3665, Telluride, Colorado 81435 ("**Grantee**").

Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns forever, all the real property together with road right of way improvements, if any, without warranty, situate, lying and being in San Miguel County, Colorado, as more particularly described as follows ("**Property**"):

Outlot A and Outlot E, Idarado Subdivision Exemption Plat and Plan for Cluster Development Lots, Subdivision Exemption Plat for Employee Housing Parcel and Subdivision Exemption Plat for Association Parcel recorded in the Office of the Clerk and Recorder of San Miguel County, Colorado ("**Official Records**") on February 10, 2004 in Plat Book 1, Page 3238 as modified by First Plat Amendment recorded on November 1, 2004 in Plat Book 1, Page 3368, Reception No. 370139, and as further amended by the Second Amendment to the Plat recorded on August 18, 2005 in Plat Book 1, at Page 3508, Reception No. 377041.

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the Property above bargained and described, with the appurtenances unto Grantee, its successors and assigns forever.

State Documentary Fee  
Date AUG. 18, 2005  
\$ EXEMPT RJG

**RESTRICTIVE COVENANT**

1. By its acceptance of the delivery of this deed, Grantor and Grantee agree to the following covenants, restrictions, rights, duties and obligations ("**Covenants**"):

- A. That the Property shall be used only for uses in connection with the use and operation of a cemetery as the same are occurring as of the Effective Date, and for no other uses, activities and purposes.
- B. That no structure greater then one story in height and not greater then a height of \_\_\_\_\_ feet (as defined in the San Miguel County Land Use Code) shall be constructed on the Property.
- C. That any improvements which may be constructed on the Property shall utilize colors and textures found naturally in the landscape, shall not utilize reflective materials such as highly reflective glass or metals, and shall be oriented to blend in with and utilize the natural topography of the Property.
- D. That the common boundary fence shall be maintained and repaired by Grantee at its costs and expense.

2. The Covenants granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the Property and shall be binding upon and shall inure to the benefit of, and be a burden upon, the heirs, designees, successors and assigns of the Grantor and Grantee.

3. This Deed and the rights and obligations of Grantor and Grantee, including the Covenants, shall be interpreted, construed and enforced in accordance with the laws of the State of Colorado. In the event of any interference or threatened interference with the property interest herein granted or with the other rights and obligations of the Parties hereunder, a party may pursue all available remedies, including, without limitation, injunctive relief or specific performance to ensure performance of another party's obligations hereunder. In any action for enforcement of rights hereunder, the prevailing party shall be entitled to an award for recovery of their reasonable actual costs and fees, including reasonable attorney fees incurred.



**GRANTEE:**

Lone Tree Cemetery District

By: Patrick J Dalpez Date: 8/5/05

Printed Name: Patrick J Dalpez  
Title: President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SAN MIGUEL)

Acknowledged, subscribed and sworn to before me this 5TH day of AUGUST, 2005 by  
PATRICK J. DALPEZ, as the PRESIDENT of Lone Tree Cemetery District.

Witness my hand and official seal.

David Ruffa My commission expires: NON-EXPIRING  
Notary Public  
SAN MIGUEL COUNTY CLERK

