

242.40 feet, and whose central angle is 63E 19' 01", an arc distance of 267.87 feet;
THENCE North 83E 35' 22" West a distance of 142.20 feet to a point on the West line of said Lot 8;
THENCE North 00E 20' 39" East along the West line of said Lot 8 and said Lot 1 a distance of 528.22 feet to the place of beginning,

with Brooks retaining a life estate in a cabin that is currently located upon the Association Property (the "Cabin").

3. Brooks hereby declares the following restrictive covenants to be placed upon the Brooks Property, and the Association hereby declares the following restrictive covenants to be placed upon the Association Property, so that the following restrictive covenants shall apply to the Combined Property, with the exception of the Cabin:

- (a) the Combined Property may not be developed, sub-divided or improved with any further buildings, houses, or structures other than those currently present, except that the Association may, at its discretion, build a small structure for storage, and
- (b) the Combined Property shall be preserved as one contiguous parcel of land that shall not be developed for residential, business, industrial, or commercial purposes, and
- (c) the Combined Property may not, after the date of the execution of this Declaration of Restrictive Covenants, be sold, exchanged, conveyed, or otherwise transferred (a "Transfer"), to any person, entity, or governmental unit other than to Brooks, the Association, the United States Forest Service, or a nonprofit association with a purpose similar to the Association which shall preserve the Combined Property in its current state. In each case no Transfer may be for profit, and the Property after each Transfer shall remain subject to the terms and conditions of this Declaration of Restrictive Covenants.

4. Upon expiration of Brooks' life estate in the Cabin, the following provisions shall apply to the Cabin:

- (a) Brooks desires that the Combined Property be preserved and maintained in its near present condition, and that the Cabin be put to a useful purpose for as long a time period as the Association can financially and administratively sustain.
- (b) The Association intends to pursue getting the Combined Property, including the Cabin, included in the Trestle Recreation Area system, and shall endeavor to create a viable and useful purpose for the Cabin (e.g. as a visitor center, museum, home for person(s) providing service to the area, a meeting place, as managed rental property, or similar actions).
- (c) Should possession of the Cabin ever create an unsustainable financial or administrative burden on the Association, or possession of the Cabin interferes with

having the Combined Property included in the Trestle Recreation Area system, the Association may, at its discretion, move or otherwise dispose of the Cabin.

5. This Declaration of Restrictive Covenants shall remain in effect for a period of 100 years from the date hereof.

6. This Declaration of Restrictive Covenants may be amended only by mutual written consent by the parties hereto.

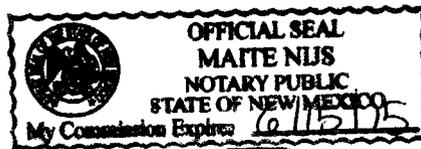
7. This Declaration of Restrictive Covenants, and the restrictive covenants set forth above shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns, and shall "run with the land" with respect to the Combined Property.

EXECUTED as of the 16TH day of SEPTEMBER, 2013.

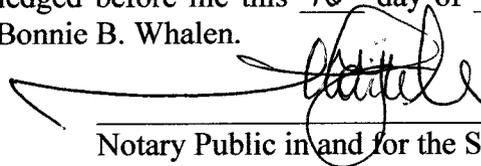


DR. BONNIE S. BROOKS
a/k/a BONNIE B. WHALEN

STATE OF NEW MEXICO)
COUNTY OF OTERO)



This instrument was acknowledged before me this 16TH day of SEPTEMBER, 2013, by Dr. Bonnie S. Brooks a/k/a Bonnie B. Whalen.



Notary Public in and for the State of NEW MEXICO

My Commission Expires:

6/15/2015

NEW MEXICO RAILS-TO-TRAILS
ASSOCIATION
a New Mexico Non-Profit Corporation

By: Grady S. Nicholson
Name: GRADY S. NICHOLSON
Title: PRESIDENT, NEW MEXICO RAILS
TO TRAILS ASSOC.

STATE OF New Mexico)
)
COUNTY OF Otero)

This instrument was acknowledged before me this 11th day of September,
2013, by Grady S. Nicholson, the President of the New Mexico Rails-to-
Trails Association, a New Mexico non-profit corporation, on behalf of such corporation.

Anna Bullard
Notary Public in and for the State of New Mexico

My Commission Expires:
Nov 7, 2016

