

96-7509

EXHIBIT: 9406-44-613A

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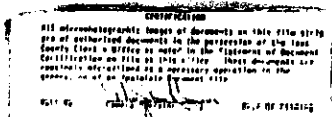
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ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 31st day of January, 1995 by and between DAVID SOL HALEY, ROBERT V. CANCELLA, and JANEEN MARIE, formerly known as Janeen Gordon, all single persons and all owners of the property described as Tracts B-1, B-2, B-3, and B-4 and shown on a plat of survey no. 248B entitled "Cabot to Haley" prepared by Robert A. Watt, NMLS No. 11770, and dated 06/16/94, a reduced copy of which is attached hereto as Exhibit A. Said property is described as a whole in Exhibit B attached hereto and incorporated herein by reference.

1. Purpose. The parties hereto desire by this Agreement to acknowledge and establish their rights and responsibilities with respect to the maintenance and repair of the roadway designated as Pueblo Road.
2. Easement. The parties hereto recognize, acknowledge and agree that their properties herein identified are subject to and benefit from easements for roadways and underground utilities as shown on the above plat of survey. This Agreement governs the maintenance of the roadway within this platted area called Pueblo Road on the above plat and Tracts B-1, B-2, B-3, B-4. It is acknowledged that this road is a private, non-exclusive easement twenty feet in width for the purpose of access to another road to the southeast of the property known as West Road and thence to State Road 522.
3. Common Use. The parties agree that each of the parties shall have common use of the said roadway for themselves, their families, guests, invitees, grantees, and assignees in order to provide access to the respective properties of the parties and for the installation and maintenance of underground utilities to service their

Re-recorded for correctional purposes only, to add Exhibit "C", and correct Exhibit "B".

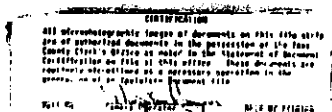


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respective properties. Said roadway and utility easements shall extend to and benefit all the above parcels shown on Exhibit A and a part of Exhibit B. The parties further agree that certain property now or formerly owned by David Sol Haley and more particularly described in Exhibit C attached and incorporated herein may, at the written election of the owner(s) all or a part of the Exhibit C property to be bound by the terms of this Agreement, be benefitted by the above easements.

4. Condition of Road. The road (Pueblo Road) shall be maintained in good condition as a crowned and graveled dirt road of reasonably passable and all-weather quality serving the above tracts.

5. Sharing of Road Maintenance Costs. The parties and their heirs, successors and assigns, as owners of the parcels shown on Exhibit A agree to share the cost of repairing and maintaining the roadway (Pueblo Road) as follows: There shall be one share of the costs of repairing and maintaining the roadway for each of the above four tracts upon which any construction has begun or any building-type improvements of any kind have been erected or maintained. If the owner(s) of tract(s) within the property described in Exhibit C elect to be bound by this Agreement and to have their property(s) benefit from the above easement, there shall be one share for each of the tracts located within the Exhibit C property which has so agreed. The parties need not be consulted nor their consent obtained prior to the incurring of normal, routine maintenance and repair costs, including, but not limited, such things as snow removal and grading, up to a maximum total expenditure per year of \$150.00 per tract. However, the party expected to share in a cost which will result in an expenditure greater than



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\$150.00 per tract per year shall be given 10 days prior written notice of any such repair or maintenance work to be performed, and if a dispute arises concerning whether such an additional expenditure should be made, the decision of the owners of the majority of the tracts subject to this Agreement and obligated to share in such costs shall be controlling. There shall be one vote per each share (as the share is described above). The above \$150.00 per year figure shall be adjusted every two years to reflect the total change in the Cost of Living Adjustments for those two years as applied to Social Security payments or, if such Adjustments are terminated or modified by the federal government so as not to reflect this actual change in the cost of living as published by the federal government, then the actual change figure comparable to the Department of Labor Consumer Price Index in use at the time of this Agreement shall be used to determine such modification. Notwithstanding the above, if the road suffers substantial damage caused by construction trucks related to the construction of site or building improvements on an individual tract, the owner of that tract shall, at his/her sole expense immediately cause that damage to be repaired with as little disruption to the other owners of property benefitted by the road as is reasonably possible. "Substantial damage" is damage which a reputable road contractor would charge \$100.00 or more to repair.

6. Maintenance and Repair of Underground Utilities. The cost of maintaining and repairing the underground utilities which exclusively serve one parcel shall be borne and paid by the owner of the parcel so served. The cost of repair and maintenance associated with those portions of the underground utilities which benefit more than one parcel shall be shared equally by the owners of each parcel serviced by such share

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CERTIFICATION
All microphotographic images of documents on this file comply with the requirements of the provisions of the Iowa Code, Chapter 177A, as amended, in the Department of Document Services, as amended, and are hereby certified as true and correct copies of the original documents on file in the office of the State Archivist.

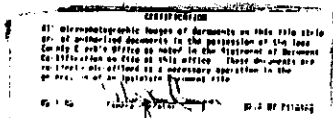
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utilities. Notwithstanding the above all costs related to the water lines and well shall be shared in accordance with the Water Well Agreement relating to the property described in Exhibit A and B.

7. Maintenance Person. David Sol Haley shall be the person in charge of maintenance so long as he owns one or more of the tracts subject to this Agreement and is agreeable to so serving. Thereafter and from time to time, as desired, the property owners hereto shall meet in person, by proxy, or by telephone conference to designate and appoint a person to plan, contract for and supervise maintenance work as defined herein. The appointed person shall act on behalf of all of the property owners, shall be entitled to reasonable compensation for his/her time and service, shall make timely accounting of all moneys and work done, and shall be subject to the provisions contained in this Agreement.

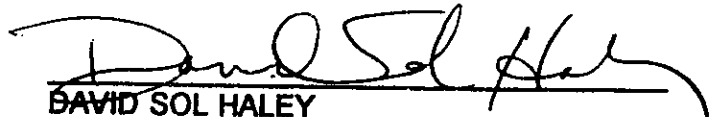
8. Lien. The maintenance person making repairs and improvements in accordance with this Agreement shall be entitled to be reimbursed for the cost thereof by the owners in the proportionate share(s) of such costs as described in this Agreement. Such proportionate share shall be a lien upon the property of any owner who has failed to pay such share within thirty (30) days of the date on which a written statement or notice is mailed to the owner. Such unpaid statement and lien shall bear interest at the rate of 10% per annum.

9. Important Miscellaneous Provisions. This Agreement constitutes the entire agreement between the parties and may be amended only by a writing, duly executed by the owners of three-fourths of all the property described in paragraph 2 above which

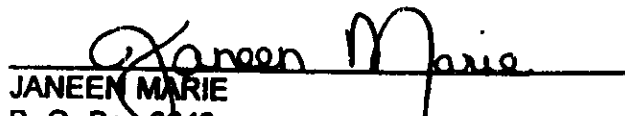


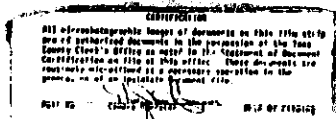
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is subject to this Agreement. For amendment purposes owners shall have one vote per tract of land benefitted by the easements. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns as the owners of all or any portion of the properties described herein. The obligations contained herein shall benefit and burden and shall run with the title to the properties described herein. If suit shall be brought to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in bringing or defending such suit, as the case may be. New Mexico laws shall govern all disputes arising in relation to this Agreement and New Mexico courts shall have sole jurisdiction. Notices shall be sent to the addresses of the parties listed below. Any party or successor of a party wishing to change the addresses shall notify the maintenance person in writing of the change of address, and the change shall be effective upon receipt by the maintenance person of the notice.


DAVID SOL HALEY
P. O. Box 2351
Taos, New Mexico 87571


ROBERT V. CANCELLA
HCR 74 - 22605
El Prado, New Mexico 87529

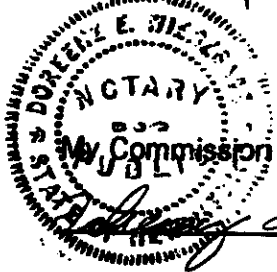

JANEEN MARIE
P. O. Box 3040
Taos, New Mexico 87571



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STATE OF NEW MEXICO)
) SS
COUNTY OF TAOS)

The foregoing instrument was acknowledged before me this 30th day of January, 1995, by DAVID SOL HALEY, a single person.



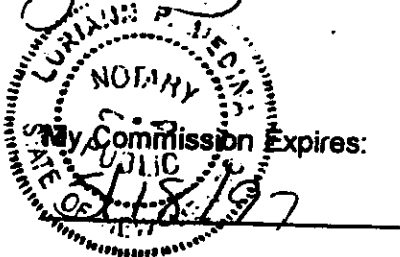
My Commission Expires:

January 26, 1997

Doreen E. Wingard
NOTARY PUBLIC

STATE OF NEW MEXICO)
) SS
COUNTY OF TAOS)

The foregoing instrument was acknowledged before me this 31st day of January, 1995, by ROBERT V. CANCELLA, a single person.



My Commission Expires:

October 18, 1997

Luriana P. Medina
NOTARY PUBLIC

STATE OF NEW MEXICO)
) SS
COUNTY OF TAOS)

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 1995, by JANEEN MARIE, formerly known as Janeen Gordon, a single person.



My Commission Expires:

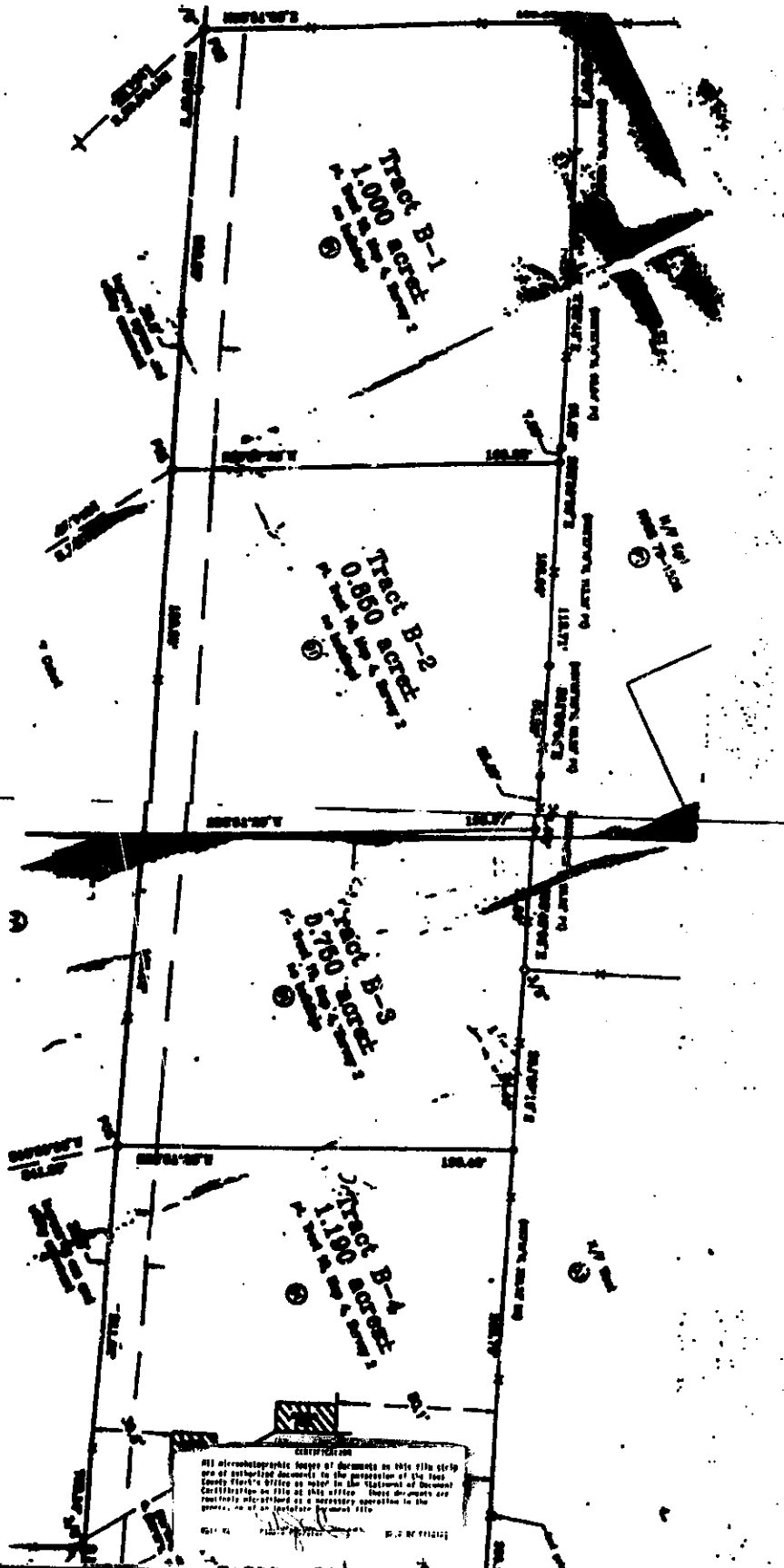
August 7, 1998

Jas Winchester
NOTARY PUBLIC

NOTIFICATION
All microphotographic copies of documents on this file shall be of authorized documents to the satisfaction of the local County Clerk's office in order to be admissible in court. These documents are available for review at this office. These documents are available for review at a necessary opinion in the absence of an adequate document file.

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Exhibit "A"



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Property Description

Tract B-2

A tract of land near Colonias, Taos County, New Mexico; within the Antonio Martinez Grant; shown on the Taos County Property ID Maps in Projected Section 30, Township 26 North, Range 13 East, NMPM; also described as part of Tract 19, Map 4, Survey 2 of the 1941 Taos County Reassessment Survey; and more particularly described as follows;

BEGINNING at the SW corner of this tract, a 1/2" rebar set at a fenceline, from whence reference marker "York, a 1973 State Engineer Office brass cap monument, bears S 08 51' 34" E, 1004.25 ft. distant, thence leaving said fenceline;

N 23 51' 25" E, 195.22 ft. to the NW corner of this tract, a 1/2" rebar set at a fenceline, thence along said fence line; S 62 30' 30" E, 106.06 ft. to a 1/2" rebar set, thence; S 61 06' 04" E, 58.29 ft. to a 1/2" rebar set, thence; S 63 45' 03" E, 25.49 ft. to the NE corner of this tract, a 1/2" rebar set, thence leaving said fence line; S 23 51' 25" W, 195.67 ft. to the SE corner of this tract, a 1/2" rebar set at a fenceline, thence along said fenceline; N 62 06' 37" W, 189.85 ft. to the POINT OF BEGINNING.

This tract contains 0.850 acre, more or less, as shown on Red Tail Survey plat #2488, entitled Cabot to Haley, dated 08/16/94, prepared by Robert A. Watt NMPS #11770.

CERTIFIED A TRUE AND CORRECT COPY OF Road Maintenance Agreement RECORDED ON Jan 31 1995 IN BOOK M-173 PAGE 571-578

CARMEN M. MEDINA
TAOS COUNTY CLERK

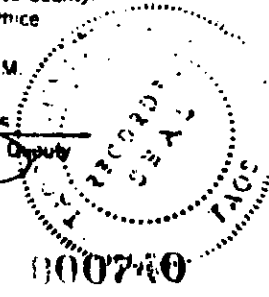
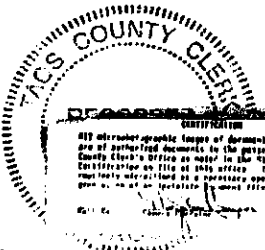
BY [Signature] Deputy

7/19/96

Exhibit B

COUNTY OF TAOS) SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 31st day of Jan 1995 at 9:13 o'clock AM and was duly recorded in Book M-173 page 571-578 of the records of Taos County.

Witness my hand and Seal of Office
Carmen M. Medina
County Clerk, Taos County, N.M.



[Signature]
Deputy

Property Description

Tract B

A tract of land near Colonias, Taos County, New Mexico; within the Antonio Martinez Grant; shown on the Taos County Property ID Maps in Projected Section 30, Township 26 North, Range 13 East, NMPM, also described as part of Tract 19, Map 4, Survey 2 of the 1941 Taos County Reassessment Survey; and more particularly described as follows;

BEGINNING at the SW corner of this tract, a 1/2" rebar set at a fence tee, from whence reference marker "York", a 1973 State Engineer Office brass cap monument, bears S 17° 54' 42" E, 1154.23 ft. distant, thence along a fenceline;

N 23° 51' 25" E, 188.28 ft. to the NW corner of this tract, a 3/8" rebar found at a fence tee, thence along a fence line;

S 64° 42' 57" E, 123.01 ft. to a 1/2" rebar set, thence;

S 62° 52' 49" E, 95.62 ft. to a 1/2" rebar set, thence;

S 62° 30' 30" E, 113.71 ft. to a 1/2" rebar set, thence;

S 61° 06' 04" E, 58.29 ft. to a 1/2" rebar set, thence;

S 63° 45' 05" E, 96.49 ft. to a 3/8" rebar found at a fence tee, thence along a fenceline;

S 63° 08' 19" E, 335.15 ft. to the NE corner of this tract, a 5/8" rebar found at a fence corner, thence along a fenceline;

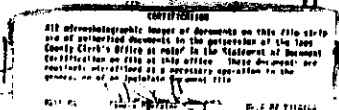
S 23° 19' 18" E, 20.32 ft. to a 1/2" rebar found at a fence corner, thence along a fenceline;

S 22° 27' 52" W, 191.57 ft. to the SE corner of this tract, a 1/2" rebar found at a fence corner, thence along a fenceline;

N 61° 51' 56" W, 49.62 ft. to a 3/8" rebar found at a fence tee, thence along a fenceline;

N 62° 06' 37" W, 793.14 ft. to the POINT OF BEGINNING.

This tract contains 3.790 acres, more or less, as shown on Red Tail Survey plat #2488, entitled Cabot to Haley, dated 06/16/94, prepared by Robert A. Watt NMPS #11770.



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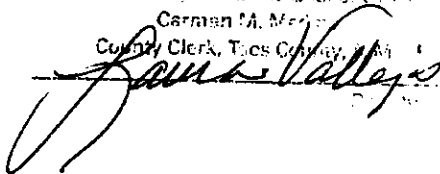
COUNTY OF TAOS B.S.
STATE OF NEW MEXICO

I hereby certify that this instrument was filed
for record on the 19 day of July,
1996 at 4:26 P.M. and
was duly recorded in Book M-187
page 733-742.

Witness my Hand and Seal of Office

Carmen A. Medina

County Clerk, Taos County, N.M.



Property Description

Tract A

A tract of land near Colonias, Taos County, New Mexico; within the Antonio Martinez Grant; shown on the Taos County Property ID Maps in Projected Sections 25 and 30, Township 26 North, Range 13 East, NMPM, also described as part of Tract 21, Map 4, Survey 2 of the 1941 Taos County Reassessment Survey; and more particularly described as follows;

BEGINNING at the SE corner of this tract, a 1/2" rebar set with a cap stamped LS 11770, at a fence line, from whence reference marker "York", a 1973 State Engineer Office brass cap monument, bears S 31° 19' 58" E, 889.39 ft. distant, thence along a fence line;

N 58° 26' 48" W, 508.12 ft. to a 1/2" rebar found on the easterly right-of-way of State Road 522, thence leaving said fence line and along said right-of-way,
N 40° 57' 47" W, 36.88 ft. to the SW corner of this tract, a 1/2" rebar found, thence leaving said right-of-way;

N 32° 49' 47" E, 305.30 ft. to the NW corner of this tract, a 1/2" rebar found at a fence tee, thence along a fence line;

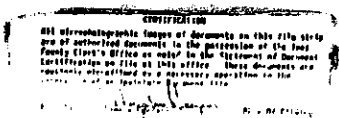
S 62° 03' 45" E, 451.82 ft. to a 3/8" rebar found at a fence tee, thence along a fence line;

S 62° 06' 37" E, 54.44 ft. to the NE corner of this tract, a 1/2" rebar set, thence leaving said fence line;

S 26° 25' 37" W, 349.68 ft. to the POINT OF BEGINNING.

This tract contains 4.000 acres, more or less, as shown on Red Tail Survey plat #248A, entitled Cabot to Haley, dated 07/26/94, prepared by Robert A. Watt NMPS #11770.

EXHIBIT "C"



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