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ROAD & UTILITY MAINTENANCE AGREEMENT

This Agreement is made this 13 day of August 1991 by and between GEORGE TUNE and MARGARET TUNE, husband and wife, CHARLES LONSDALE, a single person, RICHARD STUMPH and JANICE STUMPH, husband and wife, all owners of portions of the Tune Tract shown in Exhibit "A" attached hereto.

1. Purpose The parties hereto desire by this Agreement to acknowledge and establish their rights and responsibilities with respect to the maintenance & repair of the roadway within the Tune Tract

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 Tune Tract, Exhibit "A" This Agreement governs the maintenance of the three roadway-utility easements within this platted area: 1) Tune Drive aka Stagecoach Drive running North-South from Hwy 64 to the Lonsdale Tract; 2) Camino de Margarita, running from Tune Drive to the parking area at the Rio Grande River; 3) Padilla Road (utility easement only) - A loop along the northern side of the Tune Tract connecting Tune Drive back to Tune Drive. It is acknowledged that these roads and their lateral extensions are private easements fifty feet in width

3. Construction Completed The parties hereto acknowledge that George Tune has constructed the roads and electrical utility lines along the designated easements as promised and the parties hereto now accept these roads and utility lines as constructed and agree that Tune has satisfied his obligation to provide these services. Any further extension or addition to these roads and utilities shall be at the expense of those desiring to make such improvements.

4. Common Use The parties agree that each of the parties shall have common use of the said roadway for the mselves, their families, guests and invitees to provide access to the respective properties of the parties and for the installation of underground utilities to service their respective properties. Said roadway and utility easements shall extend to and benefit all lots within the Tune Tract

NOTARIAL PUBLIC STATE OF TEXAS
My Comm. Expires 08/31/92
I, _____, Notary Public for the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
Witness my hand and the seal of my office this _____ day of _____, 1991.

5 Shared Maintenance of Roadway The parties and their heirs, successors and assigns, as owners of the lots shown on Exhibit "A", agree to share the cost of repairing and maintaining the roadways. An owner's share of the costs of repairing and maintaining the roadways shall be prorated by the number of acres owned by each party.

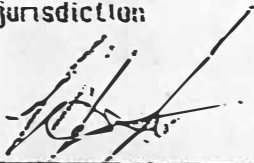
6 Sharing of Road Maintenance Costs The parties need not be consulted nor their consent obtained prior to the incurring of normal, routine maintenance and repair costs for such things as snow removal and grading, up to a maximum total expenditure per year of \$1000 per acre. The party expected to share in a non-routine cost or for an amount greater than \$1000 per acre, however, shall be given 15 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 acreage subject to this Agreement and obligated to share in such costs shall be controlling. Each parcel of land shall have one vote per acre.

7 Maintenance Person 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 parties 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 of such costs as described in this Agreement. Such proportionate share shall be a lien upon the other property of any owner who has failed to pay such share within thirty (30) days of the date on which written notice is mailed to the owner. Such 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 a three-fourths majority of all property owners joining in this agreement. Owners shall have one vote per acre of land benefited 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 provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys 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



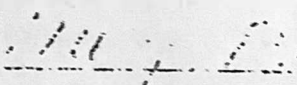
CHARLES LONSDALE

STATE OF NEW MEXICO)


)ss

COUNTY OF TAOS)

The foregoing instrument was acknowledged before me this
13th day of February 1942



NOTARY PUBLIC



My commission expires: 7/1

George Tune
GEORGE TUNE

Margaret Tune
MARGARET TUNE



STATE OF NEW MEXICO)
)ss
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this
20th day of July 1991 George and Margaret
Tune

Sharon J. Taylor
NOTARY PUBLIC

My commission expires
9/26/94

Richard Stumpf
RICHARD STUMPF

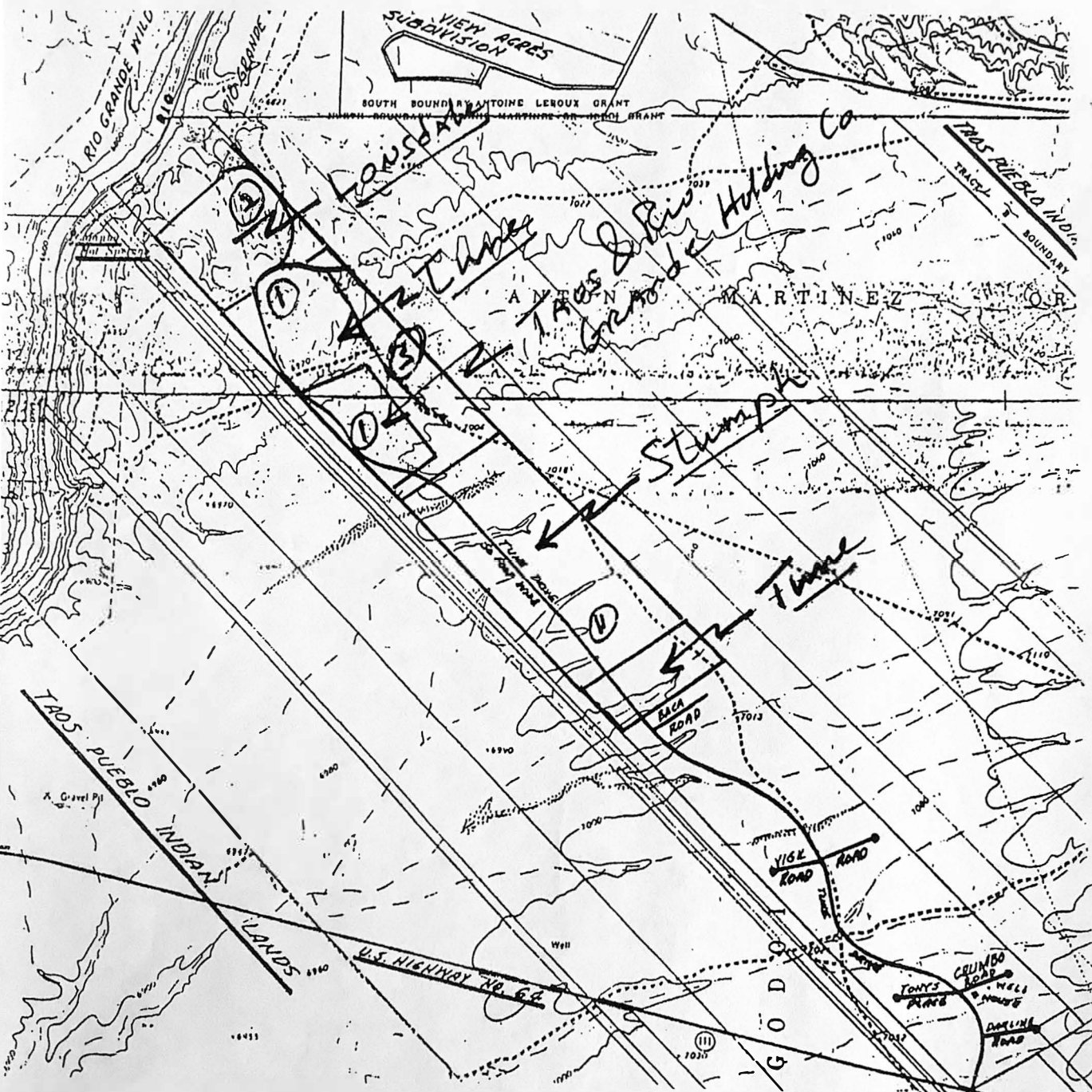
James Stumpf
JAMES STUMPF

STATE OF MICHIGAN)
)ss
COUNTY OF Saginaw)

The foregoing instrument was acknowledged before me this
15th day of August 1991, Richard and James
Stumpf.

Karen R. Schultz
NOTARY PUBLIC

My commission expires
KAREN R. SCHULTZ
Notary Public, Saginaw County, MI
My Commission Expires Feb. 11, 1995



COUNTY OF TAOS) SS
 STATE OF NEW MEXICO)
 I hereby certify that this instrument was filed
 for record on the 13 day of Aug A.D.
 19 91, at 9:36 o'clock Am
 and was duly recorded in book M-194
 page 845-849 the records of Taos County.
 Witness my Hand and Seal of Office
 Carmen M. Medina,
 County Clerk, Taos County, N.M.

- 1) Tune Drive
- 2) Camino de Margarita
- 3) Padilla Road

Laura Luna
 Deputy

EXHIBIT "A"

