

PRIVATE ROADWAY CONSTRUCTION, MAINTENANCE
AND EASEMENT AGREEMENT

DOCK 496 PAGE 37

This Private Roadway Construction, Maintenance and Easement Agreement (the "Agreement") is made this _____ day of _____, 1989 by and between ANN L. STEEL, a widow ("Steel"), and CHARLES E. LEWTON and JEAN LEWTON, husband and wife ("Lewton"), with reference to the following recitals:

RECITALS:

A. Steel is the owner of the real property legally described on Exhibit "A" hereto (the "Steel Property").

B. Lewton is the owner of the real property legally described on Exhibit "B" hereto (the "Lewton Property").

C. Steel desires to grant to Lewton, upon the terms and provisions which follow, a nonexclusive easement, 60 feet in width, over and across that portion of the Steel Property legally described on Exhibit "C" hereto (the "Steel Property Easement"). The Steel Property Easement shall be appurtenant to the Lewton Property and shall be for purposes of providing Lewton with ingress and egress to and from the Lewton Property, as the Lewton Property may in the future be owned, leased, subdivided or otherwise held.

D. In addition, Steel and Lewton desire to construct a private roadway, 28 feet in width (or such greater width which may be required by Santa Cruz County for private roadways), within the Steel Property Easement (the "Steel Property Roadway"). Steel and Lewton also wish to construct a gate (of a type to be determined by Lewton) at the entrance to the Steel Property Easement off of Harshaw County Road (the "Gate"). Steel and Lewton wish to provide for the construction of the Steel Property Roadway and the Gate, for the sharing of costs to construct same, and for the continuing maintenance obligations for same.

E. Lewton desires to grant to Steel, upon the terms and provisions which follow, a nonexclusive easement (the "Lewton Property Easement"), over and across the roadway system located or to be located on the Lewton Property and depicted on Exhibit "D" hereto (the "Lewton Property Roadways"). The Lewton Property Easement shall be appurtenant to the Steel Property and shall be for purposes of providing Steel with ingress and egress to and from the Steel Property, as the Steel Property may in the future be owned, leased, subdivided or otherwise held.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. The Recitals to this Agreement are hereby affirmed by the parties as true and correct and, together with the exhibits attached hereto, are incorporated herein by this reference.

2. Grant of Steel Property Easement. Steel hereby grants the nonexclusive Steel Property Easement to Lewton for the purpose of constructing the Steel Property Roadway and the Gate thereon and to provide Lewton with ingress and egress to and from the Lewton Property through the Gate and over the Steel Property Roadway.

3. Grant of Lewton Property Easement. Lewton hereby grants the nonexclusive Lewton Property Easement to Steel for the purpose of providing Steel with ingress and egress to and from the Steel Property over the Lewton Property Roadways.

4. Construction of Steel Property Roadway and Gate. If and when Lewton desires to construct the Steel Property Roadway and the Gate, Lewton shall be responsible for constructing same. The Steel Property Roadway shall be surfaced with a four-inch gravel surface or such other surface as Santa Cruz County shall, at the time of construction, require for private roadways. Lewton shall enter into such material, labor and equipment contracts as are necessary, in his judgment, to construct the Steel Property Roadway and the Gate. Steel shall execute on a timely basis all documentation that may be necessary and act in a responsible and prudent manner in order to allow construction of the Steel Property Roadway and the Gate to be commenced and completed.

5. Cost of Construction of Steel Property Roadway and Gate. Lewton and Steel shall share equally in all costs and expenses relating to the construction of the Gate and the Steel Property Roadway (which shall not include any charge for Lewton's supervision), except that 1230 foot section of the Steel Property Roadway measured east from that point where the Steel Property Roadway crosses the boundary of the Steel Property and the Lewton Property, the cost and expense of which shall be borne solely by Lewton. Notwithstanding the foregoing, Steel's share of the cost of "roughing in" the Steel Property Roadway shall not exceed Ten Thousand Dollars (\$10,000.00), nor shall Steel's share of the cost of placing the gravel surface thereon exceed Five Thousand Dollars (\$5,000.00). Lewton shall, no more frequently than monthly during the construction of the Steel Property Roadway and the Gate, bill Steel for her portion of the construction costs of same. Such bills shall be accompanied by a description, in reasonable detail, of the labor performed and materials and equipment provided, as evidenced by the bill. Payment on such bills shall be due within ten days of receipt by Steel.

6. Maintenance of Steel Property Roadway and Gate. The Steel Property Roadway and the Gate shall be maintained in good

condition by both Steel and Lewton. The cost of such maintenance shall be shared equally by Steel and Lewton, except for the cost of maintaining that 1230 foot section of the Steel Property Roadway measured east from that point where the Steel Property Roadway crosses the boundary of the Steel Property and the Lewton Property, which shall be borne solely by Lewton. Should portions of either the Steel Property or Lewton Property be conveyed by Steel or Lewton after the date of this Agreement, in the absence of a recorded agreement among all of the then owners of the Steel Property or Lewton Property, as the case may be, or their predecessors in title, dealing with the allocation of their share of such maintenance costs, such share shall be allocated among the then owners of the Steel Property or Lewton Property, as the case may be, by multiplying the Steel Property's or Lewton Property's, as the case may be, share of such costs by a fraction the numerator of which shall be the gross land area of the owner's parcel and the denominator of which shall be the gross land area of the entire Steel Property or Lewton Property, as the case may be. Either Steel or Lewton shall have the right to pave all or any portion of the Steel Property Roadway at that party's sole expense. Thereafter, the cost of maintenance of the paved roadway shall be allocated as provided for above in this paragraph 6, except should Lewton pave all or a portion of the Steel Property Roadway, then Steel, personally (as opposed to her transferees), shall have no responsibility for the cost of maintaining the paved portion of the Steel Property Roadway and the cost of such maintenance that would otherwise be Steel's personal obligation shall be added to the maintenance cost allocated to the Lewton Property.

7. Construction and Maintenance of Lewton Property Roadways. Steel shall bear no costs for the construction and maintenance of the Lewton Property Roadways.

8. Utilities. Should it be required by any utility company desiring to service all or any portion of the Steel Property or the Lewton Property, Lewton or Steel, as the case may be, shall execute any and all further instruments granting such utility companies' reasonable utility easements under, over or upon the Lewton Property Easement or the Steel Property Easement, as the case may be.

9. Binding Effect. The terms, conditions and covenants set forth herein shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors, assigns, lessees and subsequent purchasers.

10. Mutuality; Reciprocity; Covenants Running With the Land. All covenants, representations, agreements and obligations contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel of the Steel Property and the Lewton Property (collectively, the "Properties"); shall create reciprocal rights and obligations between the respective fee title

owners of all parcels located within the Properties and privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall as to the fee title owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other parcels located within the Properties.

11. Further Assistance. Each of the parties hereto shall, without any undue delays, take all actions, including the execution of such further instruments, letters or documents, as may be reasonably necessary to carry out or fulfill its respective covenants and obligations hereunder and the overall intent expressed herein.

12. Notices. All notices, demands, approvals, instructions, or other communications ("Notices") required or permitted hereunder shall be in writing and shall be given either by personal delivery, overnight air express or sent by United States certified mail, return receipt requested, postage prepaid. In either case, Notices shall be addressed to the party to receive such Notice at its address set forth below. Either of the parties hereto may by notice given as aforesaid change its address or designate different recipients for the receipt of all subsequent Notices. Notices shall be effective upon delivery.

Addresses of the parties:

Lewton: Charles E. Lewton
Post Office Box 38
Sonoita, Arizona 85637

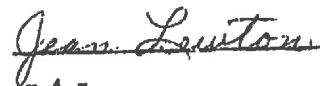
Steel: Ann Steel
Nogales Highway
Patagonia, Arizona 85624

13. Attorneys' Fees. If any action is brought by a party in respect to its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs as determined by the court.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LEWTON:


CHARLES E. LEWTON


- 4 -

JEAN LEWTON

STEEL:

Ann U. Steel
ANN U. STEEL

STATE OF ARIZONA }
COUNTY OF Pima } SS.

This instrument was acknowledged before me this 13th day of
MARCH, 1989 by Charles E. Lewton.

Elizabeth A. Sammes
Notary Public

My Commission Expires:

My Commission Expires April 4, 1992

STATE OF ARIZONA }
COUNTY OF Pima } SS.

This instrument was acknowledged before me this 13th day of
MARCH, 1989 by Jean Lewton.

Elizabeth A. Sammes
Notary Public

My Commission Expires:

My Commission Expires April 4, 1992

STATE OF ARIZONA)
COUNTY OF SANTA) SS.
CRUZ

DOCK 496 PAGE 42

This instrument was acknowledged before me this 16th day of March, 1989 by Ann L. Steel.

Margarita R. Vindola
Notary Public



My Commission Expires:

My Commission Expires Nov. 30, 1992

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EXHIBIT A

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LEGAL DESCRIPTION

PARCEL A:

All those portions of the East Half Southwest Quarter and the West Half Southwest Quarter of Section 8, Township 22 South, Range 16 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, lying West of the following described line:

BEGINNING at a point which lies North 76 degrees 48 minutes East, 110.78 feet from the center quarter corner of said Section 8;

thence South 21 degrees 47 minutes 36 seconds East, 26.29 feet to a point;

thence South 8 degrees 52 minutes 39 seconds West, 305.66 feet to a point;

thence South 61 degrees 36 minutes 33 seconds West, 237.36 feet to a point;

thence South 43 degrees 57 minutes 34 seconds West, 118.76 feet to a point;

thence South 9 degrees 47 minutes 08 seconds West, 522.96 feet to a point;

thence South 11 degrees 27 minutes 50 seconds West, 316.83 feet to a point;

thence South 11 degrees 29 minutes 22 seconds East, 129.58 feet to a point;

thence South 15 degrees 46 minutes 18 seconds West, 495.94 feet to a point;

thence South 1 degrees 39 minutes 08 seconds East, 39.42 feet to a point;

thence South 67 degrees 08 minutes 09 seconds East, 195.52 feet to a point;

thence South 0 degrees 08 minutes 16 seconds East, 245.44 feet to a point;

thence South 17 degrees 00 minutes 03 seconds West, 257.53 feet to a point;

thence South 38 degrees 25 minutes 06 seconds East, 41.58 feet to a point;

thence South 93 degrees 13 minutes 18 seconds East, 70.32 feet to a point;

thence South 51 degrees 50 minutes 35 seconds East, 73.29 feet to a point;

thence South 9 degrees 33 minutes 66 seconds West, 15.79 feet to a point on the southerly line of Section 8, Township 22 South, Range 16 East, from which the South Quarter corner of said Section 8 bears North 89 degrees 16 minutes 35 seconds East, 918.94 feet a GLO stone firmly set and marked.

PARCEL B:

1. Those parts of Section 8, Township 22 South, Range 16 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, described as follows:

BEGINNING at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 8;

and running thence Northerly along the Section line common to said Section 8 and Section 7 in said Township and Range, a distance of 26.3 feet to a point;

thence Easterly by a straight line to a point on the North-South center line of said Section 8, that is 30.9 feet Northerly from the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 8;

thence Southerly along said North-South center line of said Section 8 to said Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 8;

thence Westerly along the Northerly line of the South Half of the Northwest Quarter of said Section 8 to the point of beginning;

2. AND the South Half of the Northwest Quarter of said Section 8;

EXCEPTING the land conveyed to Leroy W. Southers and Della G. Southers by that certain Deed recorded in the office of the County Recorder of Santa Cruz County, Arizona, in Book 30 of Deeds to Real Estate at Page 463, and

EXCEPTING the land conveyed to Thomas W. Bentley and Helen J. Bentley by that certain Deed recorded in the Office of the County Recorder of Santa Cruz County, Arizona, in Book 30 of Deeds to Real Estate at Page 478, and

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EXCEPTING the land conveyed to Dave O. Gordon and Winona P. Gordon by that certain Deed recorded in the office of the County Recorder of Santa Cruz County, Arizona, in Book 28 of Deeds to Real Estate at Page 515;

4. BEGINNING at the center of said Section 8.

and running Easterly along the East-West center line of said Section 8 a distance of 452 feet to a point;

thence at an interior angle of 144 degrees 33 minutes with the said East-West center line, Northeasterly 525 feet to a point on the Westerly bank of Harshaw Creek;

thence along said Westerly bank of said Harshaw Creek by a meandering line to a point on the Northerly line of the Southwest Quarter of the Northeast Quarter of said Section 8, distant 280.7 feet Easterly from the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 8;

Thence Westerly along said Northerly line of said Southwest Quarter of the Northeast Quarter of said Section 8 to said Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 8;

thence South along the North-South center line of said Section to the point of beginning;

3. AND The West Half of the Southwest Quarter of said Section 8;

EXCEPTING THEREFROM the following described property transferred to Sally Greenleaf January 4, 1989:

LEGAL DESCRIPTION

All that portion of Section 8, Township 22 South, Range 16 East, Gila and Salt River base and meridian, Santa Cruz County, Arizona, as described as follows:

Commencing at the Southwest Corner of the Northwest Quarter of Section 8, being a GLO Stone firmly set and marked with 1/4 on the East face and 06 on the West face;

thence North 0 degrees 02 minutes 19 seconds East, 1346.58 feet along the West line of Section 8, to the South Right of Way of Harshaw County Road;

thence North 89 degrees 51 minutes 49 seconds East, 2026.76 along said Right of Way line to the Northwest Corner of a parcel of land described in book 28, page 515, of deeds, in the Office of the County Recorder, Santa Cruz County, Arizona;

thence South 0 degrees 14 minutes 32 seconds West, along the West line of said parcel, 232.90 feet to the POINT OF BEGINNING;

thence continue South 0 degrees 14 minutes 32 seconds West, 1204.31 feet to a point;

thence South 45 degrees 43 minutes 13 seconds East, 557.05 feet to a point;

thence North 41 degrees 37 minutes 05 seconds East, 119.98 feet to a point;

thence North 67 degrees 06 minutes 52 seconds East, 230.69 feet to a point;

thence North 09 degrees 28 minutes 08 seconds East, 305.61 feet to a point;

thence North 22 degrees 01 minutes 24 seconds West, 27.49 feet to a point;

thence South 89 degrees 41 minutes 32 seconds East, 343.64 feet to a point on the North-South Center of Section Line;

thence North 54 degrees 26 minutes 33 seconds East, 525.00 feet to a point;

thence North 32 degrees 56 minutes 42 seconds West, 137.99 feet to a point;

thence North 33 degrees 41 minutes 12 seconds West, 348.13 feet to a point;

thence North 47 degrees 53 minutes 35 seconds West, 135.87 feet to a point;

thence North 19 degrees 33 minutes 41 seconds East, 46.88 feet to a point;

thence North 14 degrees 48 minutes 46 seconds West, 99.78 feet to a point;

thence North 21 degrees 03 minutes 14 seconds West, 133.44 feet to a point;

thence North 35 degrees 26 minutes 08 seconds West, 296.45 feet to a point on the South Right of Way Line of Harshaw County Road;

thence North 89 degrees 39 minutes 50 seconds West, 273.39 feet along said Right of Way Line;

thence North 04 degrees 44 seconds 45 seconds West, 39.96 feet along said Right of Way Line;

thence South 89 degrees 53 minutes 17 seconds West, 401.91 feet along said Right of Way Line to the Northeast corner of a parcel of land described in book 28 page 515, of deeds, in the Office of the County Recorder, Santa Cruz County, Arizona;

thence South 58 degrees 15 minutes 05 seconds East, 257.20 feet along the East line of said parcel;

thence South 28 degrees 08 minutes 11 seconds East, 114.10 feet along the East line of said parcel;

thence North 89 degrees 37 minutes 57 seconds West, 485.00 feet along the South line of said parcel to the POINT OF BEGINNING.

Said parcel of land containang 1742835 square feet or 40.00 acres, more or less.

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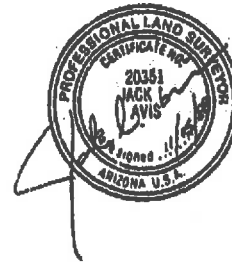


EXHIBIT "B"

LEGAL DESCRIPTION

DOCK

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PARCEL I:

A portion of San Jose De Sonoita Land Grant, Santa Cruz County, Arizona, described as follows:

Beginning at a stone marking the one mile corner on said boundary;

thence from said point of beginning along the Southeasterly line of said grant South 56 degrees 22 minutes 00 seconds West 637.05 feet more or less to the intersection of said line with the Southerly prolongation of the North-South centerline of Section 7, Township 22 South, Range 16 East;

thence along said prolonged North-South centerline North 0 degrees 03 minutes 52 seconds West 2547.48 feet more or less to an intersection with the Northeasterly line of said grant from which a stone marking Angle Corner No. 1 of said grant bears North 60 degrees 15 minutes 34 seconds West 1086.12 feet;

thence along said Northeasterly line South 60 degrees 15 minutes 34 seconds East 2364.72 feet more or less to Angle Corner No. 2 of said grant;

thence along the Southeasterly line of said grant South 56 degrees 05 minutes 43 seconds West 1831.36 feet to the point of beginning.

continued.....

ORDER NO. 1228

continued:
page 2:

PARCEL II:

All of that portion of the East Half of Fractional Section 7, Township 22 South, Range 16 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, being more particularly described as follows:

BEGINNING at the Southeasternmost corner of said Section 7, a G.L.O. Stone, firmly set and properly marked;

thence West, 1081 feet, more or less, along and upon the Southerly line of said Section 7, to the Closing Corner with the San Jose de Soncota Grant, a G.L.O. stone, firmly set and properly marked;

thence North 56 degrees 25 minutes East, 621 feet, more or less, along and upon the Southeasterly sideline of said Grant, to the position for the Easternmost corner of same;

thence North 60 degrees 00 minutes West, 2,394.0 feet along and upon the Northeasterly endline of said Grant, to its intersection with the North-South centerline of said Section 7;

thence North 0 degrees 05 minutes 30 seconds West, 2,193.7 feet along and upon the North-South centerline of said Section 7 to a point thereon, being the Southwesternmost corner of the so-called W. D. Parker Tract, as described in Deed 32-23, a 5/8 inch iron pin;

thence South 66 degrees 12 minutes 30 seconds East, 1,269.5 feet to the Southeasternmost corner of the said Parker Tract, a 5/8 inch iron pin;

thence South 64 degrees 43 minutes East, 1,633.0 feet to a point lying and being on the Easterly line of said Section 7, a 5/8 inch iron pin from which the Easterly quarter corner of said Section 7 bears North 0 degrees 03 minutes West, 111.6 feet distant, a G.L.O. stone, firmly set and properly marked;

thence South 0 degrees 03 minutes East, 2,524.7 feet to the place of beginning.

EXCEPT a parcel in the Northwest Quarter of the Southeast Quarter conveyed to Southern Utilities Company of Patagonia, described as follows:

BEGINNING at a point 5 feet North 44 degrees 58 minutes East of Station 1628+00 along the high pressure gas main;

thence North 45 degrees 02 minutes West, 15.0 feet;

thence South 44 degrees 58 minutes West, 10.0 feet;

thence South 45 degrees 02 minutes East, 20.0 feet;

thence North 44 degrees 58 minutes East, 10.0 feet;

thence North 45 degrees 02 minutes West, 5.0 feet to the point of beginning.

EXHIBIT "C"
Private Ingress Egress
Easement

DOCK 496 PAGE 50

All that portion of a 60 foot wide private Ingress Egress Easement lying 30 feet each side of the following described centerline, lying within the West Half of Section 8, Township 22 South, Range 16 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, described as follows:

Commencing at a point on the West Section Line of Said Section 8, from which the West quarter section corner, being a G.L.O. stone firmly set and properly marked bears South 00 degrees 02 minutes 19 seconds West, 1346.58 feet, said point of commencement also being on the South right-of-way line of Harshaw Road as it now exists;

thence along said South right-of-way line North 89 degrees 51 minutes 49 seconds East, 1550.00 feet, to the POINT OF BEGINNING of said 60 foot wide Ingress Egress Easement;

thence South 00 degrees 08 minutes 11 seconds, 365 feet to a point of curvature;

thence along the arc of a curve concave to the left, having a radius of 250.00 feet and a central angle of 41 degrees 00 minutes 00 seconds a distance of 178.90 feet to a point of reverse curvature;

thence along the arc of a curve concave to the right, having a radius of 250.00 feet and a central angle of 53 degrees 00 minutes 00 seconds a distance of 231.26 feet to a point tangency;

thence South 11 degrees 51 minutes 49 seconds West, 330.00 feet to a point of curvature;

thence along the arc of a curve concave to the left, having a radius of 150.00 feet and a central angle of 41 degrees 18 minutes 00 seconds a distance of 108.12 feet to a point of tangency;

thence South 29 degrees 26 minute 11 seconds East, 270.00 feet to a point of curvature;

thence along the arc of a curve concave to the right, having a radius of 100.00 feet and a central angle of 151 degrees 00 minutes 00 seconds a distance of 263.54 feet to a point of reverse curvature;

thence along the arc of a curve concave to the left, having a radius of 100.00 feet and a central angle of 69 degrees 30 minutes 00 seconds a distance of 121.39 feet to a point of tangency;

thence South 52 degrees 03 minutes 49 seconds West, 373.41 feet to a point of curvature;

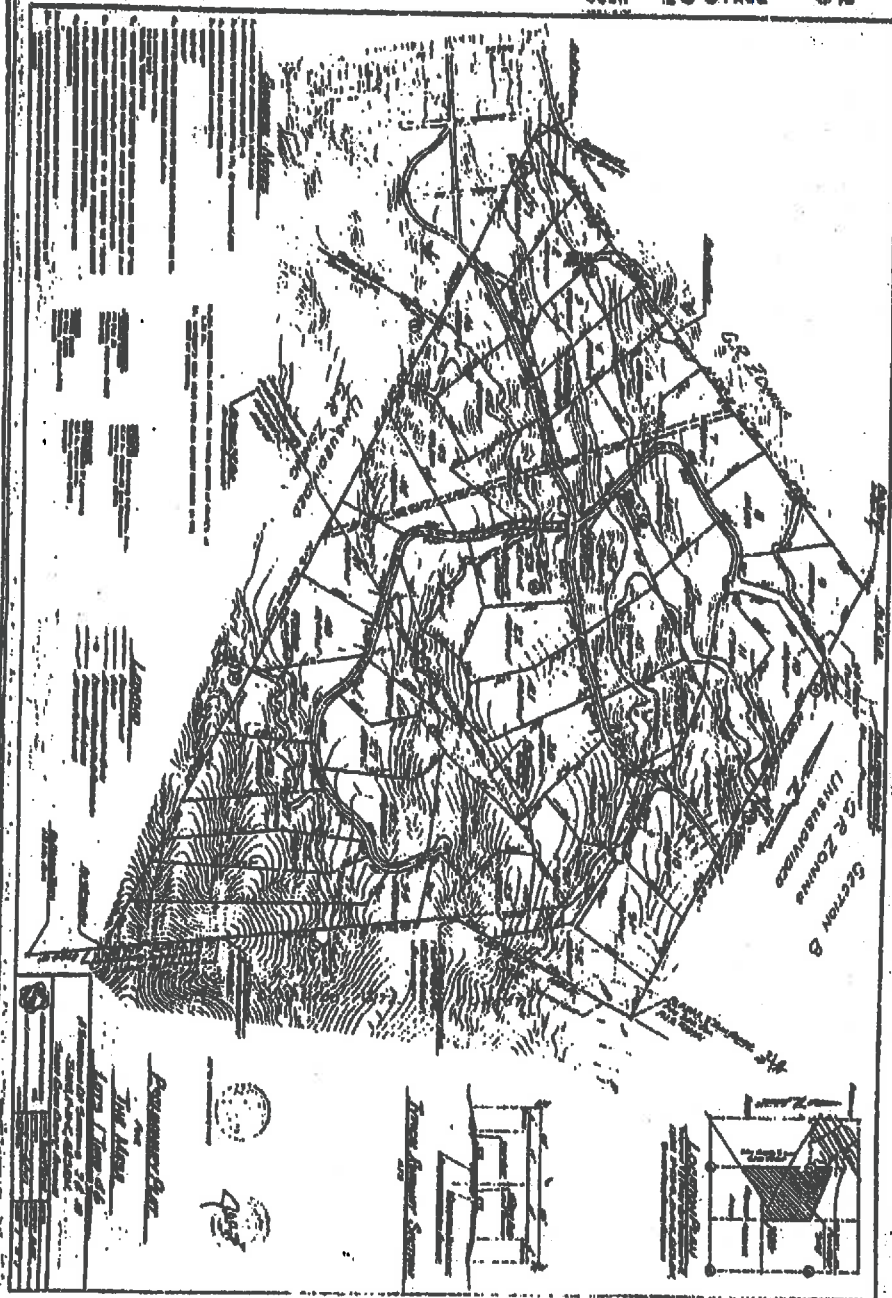
DOCK 496 PAGE 51

thence along the arc of a curve concave to the right, having a radius of 581.88 feet and a central angle of 37 degrees 56 minutes 14 seconds a distance of 385.28 feet to a point of tangency;

thence North 89 degrees 58 minutes 57 seconds West, 845.38 feet to a point of termination of said easement on the West section line of said section 8, from which said West quarter corner bears North 00 degrees 00 minutes 03 seconds East, 550.06 feet;

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DOCK 496 PAGE 53

 INSTRUMENT # 891881
OFFICIAL RECORDS OF
SANTA CRUZ COUNTY
MARY LOU G. SAINZ
REQUEST OF :
LEWTON, CHARLES E. & JEAN
DATE: 03/21/89 TIME: 8.55
FEE: 19.00
BOOK 496 PAGE 37 PAGES: 17

WHEN RECORDED MAIL TO.

SALLY S. GREENLEAF
P.O. Box 980
Patagonia, AZ 85624

89-781

AMENDMENT

DOCK 502 PAGE 708

PRIVATE ROADWAY CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT
Dated March 13, 1989
Docket 496, Page 51

Private Roadway Construction, Maintenance and Easement Agreement (the "Agreement") dated March 13, 1989 by and between ANN L. STEEL, a widow, (STEEL) and CHARLES E. LEWTON and JEAN LEWTON, husband and wife, (LEWTON) is hereby amended as follows:

Thirteen acre parcel bordering east boundary of roadway constructed per terms of this Agreement, conveyed from Steel to SALLY S. GREENLEAF, a widow, (GREENLEAF) per legal description attached and as recorded in Docket 402, Page 74, on June 7, 1989 is hereby excepted from terms of this Agreement.

Greenleaf, her heirs, successors or assigns shall not use road for access to above thirteen acre parcel.

Should Greenleaf, her heirs, successors or assigns desire access easement in the future, said access shall be provided by accepting and participating in maintenance and easement Agreement as in effect at that time.

Dated this 5th day of June, 1989.

Ann L. Steel 6/6/89
Ann L. Steel date

Charles E. Lewton
Charles E. Lewton date

Jean Lewton 6-5-89
Jean Lewton date

STATE OF ARIZONA)
County of Santa Cruz) ss.

This instrument was acknowledged before me this 6th day of June, 1989 by Ann L. Steel.

Margarita R. Vindich
Notary Public

My Commission Expires Nov. 30, 1992

STATE OF ARIZONA)
County of Santa Cruz) ss.

This instrument was acknowledged before me this 5 day of JUNE, 1989 by Charles E. Lewton and Jean Lewton.

Bargara Kernahan
Notary Public BARGARA KERHANAN

My Commission expires: 8/25/89



LEGAL DESCRIPTION

BOOK 502 PAGE 709

All that portion of Section 8, Township 22 South, Range 16 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, as described as follows:

Commencing at the Southwest corner of the Northwest quarter of Section 8, being a OLD Stone firmly set and marked with quarter on the East face and 06 on the West face;

THENCE North 00 degrees 02 minutes 19 seconds East, 1,346.58 feet along the West line of Section 8, to the South right-of-way of Harshaw County Road;

THENCE North 00 degrees 51 minutes 49 seconds East, 2,026.76 feet along said right-of-way line to the Northwest corner of a parcel of land described in Book 28 at Page 515 of Deeds in the Office of the County Recorder, Santa Cruz County, Arizona, said point being the POINT OF BEGINNING;

THENCE South 00 degrees 14 minutes 32 seconds West along the West line of said parcel, 232.90 feet to a point;

THENCE continuing South 00 degrees 14 minutes 32 seconds West, 1,208.31 feet to a point;

THENCE South 45 degrees 43 minutes 13 seconds East, 557.05 feet to a point;

THENCE North 57 degrees 30 minutes 27 seconds West, 777.40 feet to a point;

THENCE North 12 degrees 41 minutes 13 seconds West, 189.00 feet to a point of curvature.

THENCE Northerly along the arc of a curve, concave to the West having a radius of 270.99 feet through a central angle of 37 degrees 47 minutes 47 seconds, a distance of 178.76 feet to a point of reverse curvature;

THENCE Northerly along the arc of a curve, concave to the East having a radius of 106.00 feet, through a central angle of 59 degrees 59 minutes 00 seconds, a distance of 110.97 feet to a point of tangency;

THENCE North 08 degrees 30 minutes 00 seconds East, 96.50 feet to a point of curvature;

THENCE Northerly along the arc of a curve, concave to the East having a radius of 530.17 feet, through a central angle of 16 degrees 00 minutes 00 seconds, a distance of 148.05 feet to a point of reverse curvature;

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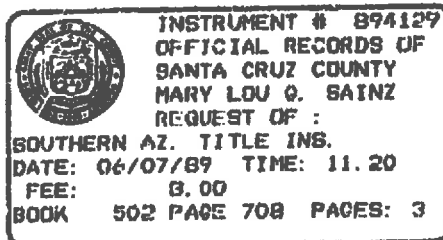
T&A Form 313i 6/88

THENCE Northerly along the arc of a curve, concave to the West having a radius of 702.50 feet, through a central angle of 30 degrees 34 minutes 46 seconds, a distance of 704.15 feet to a point of tangency;

THENCE North 06 degrees 04 minutes 46 seconds West, 488.89 feet to a point of curvature;

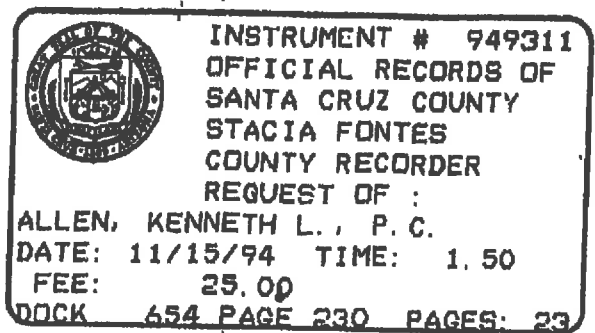
THENCE Northeasterly along the arc of a curve, concave to the Southeast having a radius of 50.00 feet; through a central angle of 95 degrees 56 minutes 37 seconds, a distance of 83.73 feet to a point of tangency also being a point on the South right-of-way of said Marshaw Road;

THENCE North 89 degrees 51 minutes 49 seconds East, 354.76 feet along said right-of-way line to the POINT OF BEGINNING.



MINNESOTA
TITLE

TIM Form 3131 6/86



When recorded, return to:
Charles E. Lewton
Post Office Box 38
Sonoita, Arizona 85637

DOCK 654 PAGE 230

**SECOND AMENDMENT TO PRIVATE ROADWAY CONSTRUCTION,
MAINTENANCE AND EASEMENT AGREEMENT**

This Second Amendment to Private Roadway Construction, Maintenance and Easement Agreement ("Second Amendment") is between Patlanco L.L.C., as Trustee for Patagonia Land Trust ("Patlanco"), Charles E. Lewton and Jean Lewton, husband and wife ("Lewton"), The Mesa Homeowners' Association, Inc., an Arizona not-for-profit corporation (the "Association"), and the other undersigned parties ("The Mesa Lot Owners"), with reference to the following recitals:

RECITALS

A. Lewton and Ann L. Steel, a widow ("Steel"), entered into that certain Private Roadway Construction, Maintenance and Easement Agreement, dated March 13, 1989, recorded March 21, 1989 in Book 496, pages 37 through 53, Official Records of Santa Cruz County, Arizona (the "Agreement").

B. Thereafter, Lewton and Steel entered into that certain Amendment to the Agreement, dated June 5, 1989, and recorded in Docket 502, pages 708 through 710, Official Records of Santa Cruz County, Arizona (the "Amendment"). The Agreement and the Amendment are referred to collectively as the "Amended Agreement."

C. Patlanco is the successor in title to Steel in and to the Steel Property.

D. The Mesa Lot Owners have, subsequent to the date of the Agreement, acquired portions of the Lewton Property.

E. The parties now wish to amend the Amended Agreement in certain respects as set forth below.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation by Reference. The recitals to this Amendment are hereby affirmed by the parties as true and correct and are incorporated herein by this reference.
2. Definitions. All capitalized terms used in this Amendment that are not defined herein shall have the meanings set forth in the Amended Agreement.
3. Amendment of Steel Property Easement. The Amended Agreement shall be modified so that the Steel Property Easement shall be for purposes of providing Lewton, The Mesa Lot Owners, and their successors in title with emergency ingress and egress to and from the Lewton Property, as the Lewton Property may in the future be owned, leased, subdivided or otherwise held.
4. Amendment of Lewton Property Easement. The Amended Agreement shall be modified so that the Lewton Property Easement shall be for purposes of providing Patlanco and its successors in title with emergency ingress and egress to and from the Steel Property, as the Steel Property may in the future be owned, leased, subdivided or otherwise held.
5. Emergency Ingress and Egress. For purposes of this Amendment, "emergency ingress and egress" shall mean ingress and egress over the Steel Property Easement or the Lewton Property Easement, as the case may be, (i) to allow emergency vehicles access to the relevant property, where such access cannot be obtained practically or in a timely manner over different roadways; and (ii) in situations in which the alternative access to the relevant property are not passable by normal passenger vehicles because of temporary road construction or acts of God. The parties acknowledge that the existing gate at the point where the Steel Property Roadway crosses the boundary of the Steel Property and the Lewton Property shall be locked and that Lewton and Cousins shall each be provided with copies of the key or combination for such lock so that access can be obtained for such emergency ingress and egress.
6. Maintenance of Steel Property Roadway, the Gate, and the Lewton Property Roadways. The Amended Agreement shall be modified so that from and after the date hereof, Patlanco shall be responsible for maintenance and repair of the Steel Property Easement, the Steel Property Roadway, and the Gate at their sole cost, and so that the Association shall be responsible for maintenance and repair of the Lewton Property Easement and Lewton Property Roadways at its sole cost. The Association shall be responsible for maintaining, repairing, and replacing, when necessary, the gate located on the Steel Property

Roadway at the point where the Steel Property Roadway crosses the boundary of the Steel Property and the Lewton Property.

7. Utilities. Paragraph 8 of the Agreement shall be deleted and be of no further force or effect.

8. Full Force and Effect. Except as amended hereby, the Amended Agreement shall remain in full force and effect.

Dated 11-14-, 1994.

"Patlanco"

Patlanco L.L.C., as Trustee for
Patagonia Land Trust

By: LR Hayer

Its: Manager



STATE OF FLORIDA)

) ss.

County of Pinellas)

The foregoing instrument was acknowledged before me this 12th day of July, 1994 by LR Hayer, the manager for Patlanco L.L.C., as Trustee for Patagonia Land Trust.

Dennis A. Larue
Notary Public

My Commission Expires:



DENNIS A. LARUE

MY COMMISSION EXPIRES
April 30, 1995

BONDED THRU NOTARY PUBLIC UNDERWRITERS

"Lewton"

Charles E. Lewton
Charles E. Lewton

Jean Lewton
Jean Lewton

STATE OF ARIZONA)
) ss.
County of SANTA RUA

DOCK 654 PAGE 233

The foregoing instrument was acknowledged before me this 26th day
of May, 1994 by Charles E. Lewton and Jean Lewton, husband and wife.

Susan B Bell
Notary Public

My Commission Expires:

MAY 1, 1997

The Mesa Homeowners' Association, Inc.

By *Charles E. Lewton*
Its _____

STATE OF Wyoming)
) ss.
County of Natrona)

The foregoing instrument was acknowledged before me this 3rd day
of August, 1994 by Charles E. Lewton, the _____ of The
Mesa Homeowners' Association, Inc., an Arizona non-profit corporation, on
behalf of the corporation.

Karen D. Sanders
Notary Public

My Commission Expires:

9-12-94

When recorded mail to:
William E. Constable
Post Office Box 1189
Patagonia, AZ 85624

106-44-22
106-44-23

	INSTRUMENT # 9601200
	OFFICIAL RECORDS OF
	SANTA CRUZ COUNTY
	SUZANNE SAINZ
	COUNTY RECORDER
REQUEST OF :	CONSTABLE, WILLIAM E.
DATE: 02/15/96	TIME: 1.47
FEE: 8.00	
DOCK 686	PAGE 504 PAGES: 4

DECLARATION OF EASEMENT

DOCK 686 PAGE 504

THIS DECLARATION OF EASEMENT, made this 30th day of JANUARY, 1996 by CHARLES E. LEWTON, a married man, in his sole and separate right, herein called "Declarant;"

WITNESSETH:

WHEREAS, Declarant is the owner of Lots 22 and 23 in The Mesa, a subdivision of Santa Cruz County, Arizona, on record in the office of the Santa Cruz County Recorder in Book 4 of Maps and Plats at page 50;

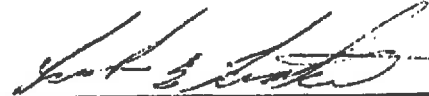
WHEREAS, Declarant desires to create a driveway easement upon the lots owned by Declarant and to provide for the maintenance thereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Declarant hereby states as follows:

1. An easement for a 20' wide common driveway in favor of the owner or owners, from time to time, of Declarant's lots, their successors and assigns, herein collectively called "Lot Owners," is hereby created over and upon the land described on Exhibit "A" attached hereto and made part hereof.
2. The Lot Owners shall share the costs and expenses of maintaining said easement in good repair. The owner or owners of each lot shall pay fifty per cent (50%) of the cost of such repairs and maintenance. The repairs to be undertaken and performed hereunder shall be those determined necessary, from time to time, by a majority of the Lot Owners, with the owner or owners of each lot having one vote.
3. The terms, conditions and covenants set forth herein shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors, assigns, lessees, and subsequent purchasers.
4. All covenants, representations, agreements, and obligations contained herein are made for the direct, mutual and reciprocal benefit of the lots covered hereby; shall create reciprocal

rights and obligations between the respective fee title owners of the lots covered hereby and privity of contract and estate between all grantees of said lots, their heirs, successors, and assigns; and shall as to the fee title owner or owners of each lot covered hereby, his or her or their heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other lots covered hereby.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Easement, as of the day and year first hereinabove written.



Charles E. Lewton, in his sole
and separate right

STATE OF ARIZONA)
) ss.
COUNTY OF SANTA CRUZ)

This instrument was acknowledged before me this 30th day of JANUARY,
1996, by Charles E. Lewton.



"OFFICIAL SEAL"
Elizabeth K. Kailing
Notary Public-Arizona
Santa Cruz County



Notary Public

My Commission expires: _____

LEWTON32.WPD

20' Wide Driveway Easement
Over Lots 22, and 23 of
THE MESA, Subdivision

All that portion of a 20 foot Wide Driveway Easement lying 10 feet each side of the following described centerline within THE MESA, Subdivision as recorded in the office of the Santa Cruz, County Recorder at Book 4 Page 50, being a portion of the East Half of Section 7, Township 22 South Range 16 East, Gila and Salt River Base and Meridian, Santa Cruz County, Arizona, described as follows:

Commencing at the Southeastern most common corner of lots 22 and 23 on the Westerly Right of Way of Mountain Court said corner being a 1/2" tagged pin properly marked;

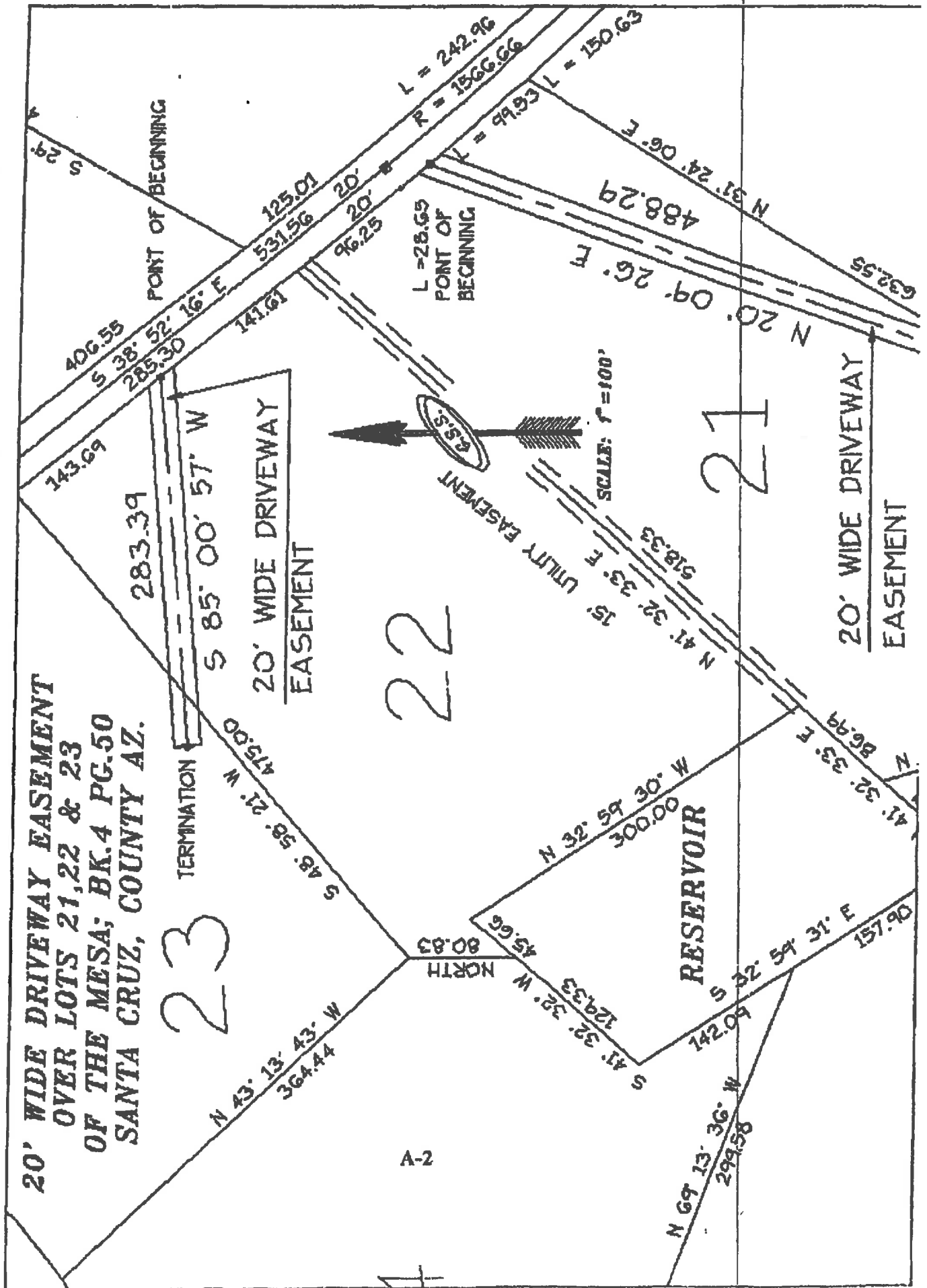
thence Southerly along said Right of Way South 38 degrees 52 minutes 16 seconds East a distance of 143.69 feet to a the POINT OF BEGINNING;

thence North 85 degrees 00 minutes 57 seconds West 283.39 feet to the Point of Termination of said 20' Wide Driveway Easement.

1/96
drv2223



EXHIBIT "A"



When recorded mail to:
William E. Constable
Post Office Box 1189
Patagonia, AZ 85624



INSTRUMENT # 9601832
OFFICIAL RECORDS OF
SANTA CRUZ COUNTY
SUZANNE SAINZ
COUNTY RECORDER
REQUEST OF :
CONSTABLE, WILLIAM E.
DATE: 03/08/96 TIME: 9.55
FEE: 8.00
DOCK 688 PAGE 258 PAGES: 2

THE MESA WATER USE AGREEMENT

DOCK 688 PAGE 258

Whereas, we the owners of the following listed lots, covenant together, for our mutual benefit, for the purpose of sharing a domestic water system.

Whereas this agreement shall be transferable to the heirs or assigns of the present owners.

Therefore, the following is the complete list of lots and owners, never to exceed a total of four, of which are all in The Mesa, a plat map of which is attached hereto,

Lot #22, owned by Charles Lewton

Lot #23, owned by Charles Lewton

Lot #24, owned by Charles Lewton and Jean Lewton

Lot #25, owned by Jean Lewton

Whereas, this system is contained entirely within THE MESA, and the well is entirely on Lot #22, and the four lots are near one another.

Whereas, for the smooth operation of this system, we now set down these general guidelines;

1. Whichever purchaser builds first, whether Lot # 22, 23, 24, or 25, shall pay the cost of completing the pumping system on the well. Should the lot purchaser or purchasers build during the immediately following five year period, a prorata share of cost of completion shall be payable to the first builder by the other builder or builders factoring in cost and time.

2. A fund shall be established from donated money on the part of the owners, sufficient to pay monthly expenses as well as any maintenance or repair items. This fund shall be paid into monthly by the owners on an equitable basis based on the actual water usage determined by meters and equal payment of maintenance, repair, and replacement costs.

3. A caretaker shall be appointed on a rotating basis to oversee the necessary care of the system, including the fund.

4. Easements shall be granted as necessary for a waterline to service Lots #22, #23, #24, and #25.

IN WITNESS WHEREOF the parties hereto have signed this agreement this 29th day of February, 1996.

Lot #22

Lot #23

Lot #24

Lot #25

STATE OF ARIZONA)
COUNTY OF SANTA CRUZ) ss.

The foregoing instrument was acknowledged before me by Charles Lewton and Jean Lewton, who executed the foregoing instrument. IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 29th day of February, 1996.

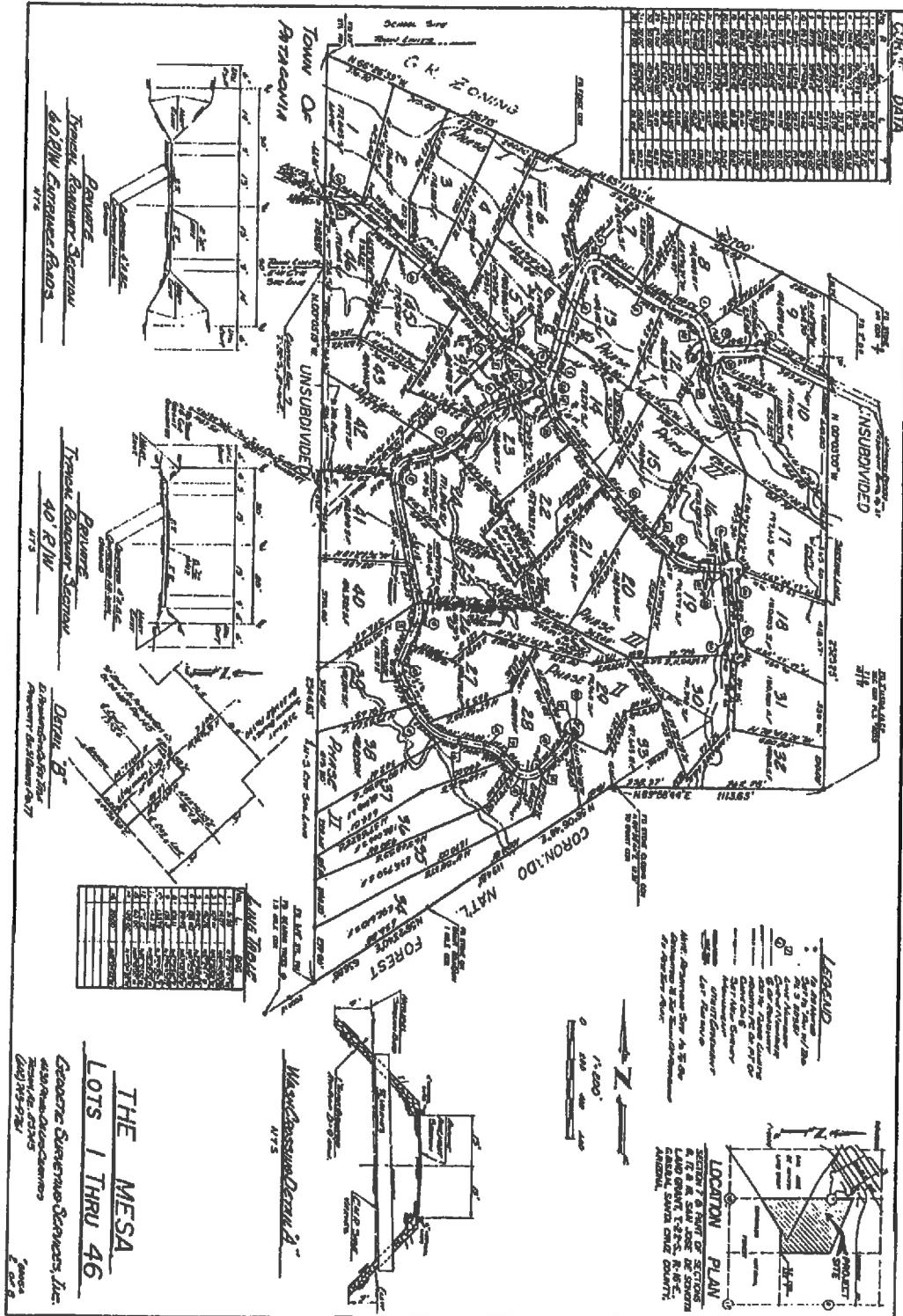
Elizabeth K. Kalling
Notary Public

my commission expires:



"OFFICIAL SEAL"
Elizabeth K. Kalling
Notary Public-Arizona
Santa Cruz County
My Commission Expires 6/2/97

Exhibit A

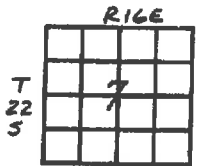


When recorded mail to:

Sulphur Springs Valley
Electric Cooperative, Inc.
P.O. Box 820
Willcox, Arizona 85644-0820

	INSTRUMENT #9703627	
	OFFICIAL RECORDS OF	
	SANTA CRUZ COUNTY	
	SUZANNE SAINZ	
	COUNTY RECORDER	
	REQUEST OF :	
	SULPHUR SPRG. VLY. ELEC. COOP. INC	
	DATE: 05/19/97	TIME: 1.00
	FEE: 8.00	
	DOCK 724	PAGE 461 PAGES: 3

This space reserved for recording information.



LOT 22, THE MESA

Electrical Right-of-Way Easement

DOCK 724 PAGE 461

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ELLIS PARTNERS, A WYOMING GENERAL PARTNERSHIP, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto SULPHUR SPRINGS VALLEY ELECTRIC COOPERATIVE, INC., referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land of the undersigned, situated in the County of Santa Cruz, State of Arizona, described as follows:

SEE ATTACHED EXHIBIT "A"

and the right to locate, construct, operate, repair, remove, maintain, add to, alter, inspect, relocate, and replace thereon, both above ground and underground, electric transmission and/or distribution facilities together with all appurtenances necessary or convenient thereto, including but not limited to poles, towers, wires, foundations, guy wires and anchors. If the exact location of this easement and right-of-way is not described herein, the Grantee shall have the right to determine the location and relocation of its facilities that is convenient for Grantee. If the width of this easement and right-of-way is not specified, then its width shall be twenty (20) feet wide. Except that in the event it becomes necessary or convenient for Grantee to extend anchors, guy wires or other appurtenances beyond the twenty (20) foot width heretofore mentioned to secure, install or maintain said facilities, the Grantor grants to Grantee an easement for said anchors, guy wires or other appurtenances. Grantee may permit the attachment of communication wires and fixtures of other companies and may permit said companies right of access to service and maintain said wires or fixtures.

Grantee shall have the right to trim or clear away all trees, brush, and plant growth on said easement and right-of-way and to trim or remove any trees or plants or other objects on either side of said easement and right-of-way which create or may create a hazard by falling or striking the electrical facilities located on said easement.

Grantor grants to Grantee, for the consideration set forth herein, the right to ingress to and egress from said easement and right-of-way described herein, over and across private roads owned by Grantor and which provide a reasonable and convenient access to the easement described herein, and if no such roads exist, then on such route as the Grantee may determine to be reasonable under the circumstances.

Grantor covenants and agrees that he shall not erect, construct, or place or in any way permit any house, building, stable, corral, mobile home, or any structure whatsoever to be

Grantor covenants and agrees that he shall not erect, construct, or place or in any way permit any house, building, stable, corral, mobile home, or any structure whatsoever to be erected, constructed, or placed on the easement and right-of-way granted herein nor shall he use said easement in any manner inconsistent with Grantee's rights hereunder.

Grantor covenants that he is the owner of the above described land and that said land is free and clear of encumbrances and liens, except the following liens and encumbrances held by the following persons:

Grantor shall not grant any other easement and/or right-of-way on, under, or over said strip of land without first having secured written consent of Grantee.

It is further understood that, whenever necessary, words in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned set his hand this 10th day

of April, 1997
David L. Ellis
Christina Ellis

STATE OF _____)
) ss
 COUNTY OF _____)

On this, the 11th day of April, 1997, before me, the undersigned Notary Public, personally appeared _____

David L. Ellis
Christina Ellis

known to me to be the person(s) whose name(s) is/are subscribed herein and acknowledged that he executed said document for the purposes set forth therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Julie Stump
 NOTARY PUBLIC

My Commission Expires:



EXHIBIT "A"

EASEMENT DESCRIPTION:

The northwesterly 30.00 feet of the northeasterly 145.00 feet of Lot 22, THE MESA SUBDIVISION, a subdivision of Santa Cruz County, Arizona, on record in the office of the Santa Cruz County Recorder in Book 4 of Maps and Plats at page 50.

E 8770

W.O. 39055

RECORDING REQUESTED BY:

Generation Mortgage Co.

AND WHEN RECORDED MAIL TO:

Generation Mortgage Co.
3565 Piedmont Rd, #300
Atlanta, GA 30305

SPACE ABOVE FOR RECORDER'S USE ONLY

SHARED WELL WATER AGREEMENT

Title of Document

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 15 day of June, 2009 by and between David and Christina Ellis, Owners of Lot 22, described further below, party of the first part, hereinafter referred to as the "supplying party", and the owners of record of Lot 23, Thomas and Jean Brophy, of Lot 24, Frederick and Christina Wilhelm, Jr., and Donald and Carolyn McIntosh, Owners of Lot 25 also all in The Mesa and described further below, party of the second part, and hereinafter referred to as the "supplied parties"

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as Lot 22, The Mesa according to Plat Book 4, Page 50 located in the County of Santa Cruz, State of Arizona; and

WHEREAS, the supplied parties are the owners of Lots 23, 24, and 25, located in the County of Santa Cruz, State of Arizona, which property is more fully described as follows, to wit: Lot 23 The Mesa according to Plat Book 4, Page 50; Lot 24, The Mesa according to Plat Book 4, Page 50; Lot 25, The Mesa according to Plat Book 4, Page 50. and

WHEREAS, the undersigned parties deem it necessary due to the nonexistence of city supplied water in the area, to provide a well system to service the parcels described herein connected thereto, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is located a well upon Lot 22, The Mesa, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the United States of America, Federal Housing Administration and Rural Housing Services, will not finance or guarantee mortgage loans covering the separate properties and improvements thereon unless proper assurance is given by the parties as demonstrated by execution of this Agreement, that the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement; and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Arizona health authority and has been determined by the authority to supply safe and potable water; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Lot 22, The Mesa, shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Lot 22 for quotidian domestic use, excluding the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwellings located on Lot 22, 23, 24 and 25, as of the date of this Agreement shall Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by four, it being understood that the supplying party and the supplied party shall pay an amount equal to one fourth of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings whether such repair or maintenance is required due to actions or damage done by either residents or guests at their property. If damage to any part of the water distribution system is from a source outside of the current parties of this agreement then costs shall be shared in accordance to Section 5 below.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. All repairs performed on the water distribution system shall, at a minimum, return the system to the original system performance.
6. That the supplied parties when connected shall pay their proportionate share for the cost of energy for the operation of the pumping equipment. Such payments shall be made on an agreed upon schedule. An agreed upon caretaker shall be appointed to oversee the necessary care of the system, including the fund.
7. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

8. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.
9. That no party may install landscaping or improvements that will impair the use of said easements.
10. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
11. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
12. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
13. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
14. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Santa Cruz, State of Arizona. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
15. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services. If testing reveals a significant water quality deficiency, corrective repairs shall be required in accordance with section 5 above.
16. That the said well agreement, if amended, shall serve no more than four single family dwelling units or four parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.
17. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities; however, this Agreement may not be amended during the

term of a Federally-insured (direct) or guaranteed mortgage on any property served, except as provided herein, for the purpose of adding to the prescribed number of parties.

18. That the term of this Agreement shall be perpetual, except as herein limited.
19. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.
20. The parties agree that this Agreement can be executed in separate and that the 5 pages contained represent the whole of the Agreement and supersede any previous Shared Well Agreements.
21. No Septic or Sewer facilities can be located within 50 feet of the Well System and/or proposed new construction of Septic and Sewer must be located at a distance of greater than 100 feet from the water distribution system.
22. The parties agree to binding arbitration should a dispute arise regarding the Well System or the terms of this agreement. Binding arbitration shall be through the American Arbitration Association or similar body and may be initiated at any time by any party to the agreement. Arbitration costs shall be equally shared by the parties to the agreement.

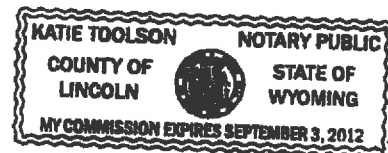
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

Lot 22, The Mesa
 BY [Signature] [Signature]
 David Ellis Christina Ellis
 DATE June 15, 2009 DATE June 15, 2009

Sworn and subscribed before me this 15TH day of JUNE, 2009.
[Signature]

Notary Public

My commission expires: 9/3/2012



Lot 23, The Mesa

BY Thomas J. Brophy

Thomas Brophy

DATE June 18, 2009

Virginia R. Brophy

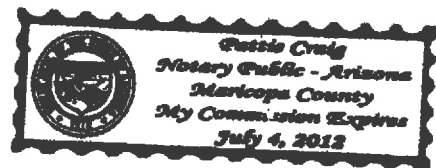
Virginia R. Brophy

DATE June 18, 2009

Sworn and subscribed before me this 18 day of June, 2009

Notary Public

My commission expires: July 4, 2012



Lot 24, The Mesa

BY Frederick Wilhelm Jr.

Frederick Wilhelm Jr.

DATE 05/28/09

Christina Wilhelm

Christina Wilhelm, Lot 24

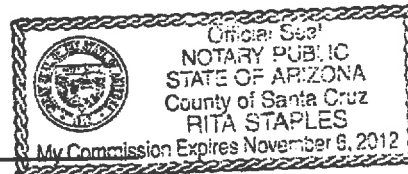
DATE 05/28/09

Sworn and subscribed before me this 28th day of May, 2009

Rita Staples

Notary Public

My commission expires: 11/06/2012



Rita Staples
Santa Cruz - Arizona
Comm Exp: 11-6-2012

Lot 25, The Mesa

BY _____

Donald McIntosh

DATE _____

Carolyn McIntosh

DATE _____

Sworn and subscribed before me this _____ day of _____

Notary Public

My commission expires: _____

Lot 23, The Mesa

BY _____

Thomas Brophy

Jean Brophy

DATE _____ DATE _____

Sworn and subscribed before me this _____ day of _____.

Notary Public

My commission expires: _____

Lot 24, The Mesa

BY _____

Frederick Wilhelm Jr.

Christina Wilhelm Jr., Lot 24

DATE _____ DATE _____

Sworn and subscribed before me this _____ day of _____.

Notary Public

My commission expires: _____

Lot 25, The Mesa

BY Donald McIntosh Carolyn McIntosh

Donald McIntosh

Carolyn McIntosh

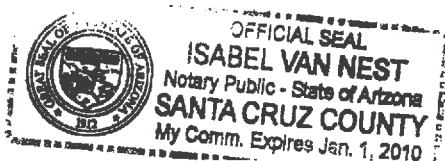
DATE May 26, 2009 DATE May 26, 2009

Sworn and subscribed before me this 26th day of May 2009.

Isabel Van Nest

Notary Public

My commission expires: Jan 1, 2010





2009-11079

Page 1 of 21

Requested By: THE MESA HOMEOWNERS ASSOC.

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

12-10-2009 03:22 PM Recordings Fee \$30.00

Requested By:

The Mesa Homeowners Association

c/o James V. McMahon, Esq

PO Box 950

Patagonia, AZ 85624

Return To:

James V. McMahon

PO Box 950

Patagonia, AZ 85624

CAPTION HEADING

The Mesa Homeowners Association

Conditions, Covenants and Restrictions