


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;

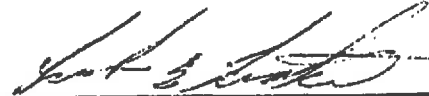
WHEREAS, Declarant desires to create a driveway easement upon the lots owned by Declarant and to provide for the maintenance thereof;

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"

