

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

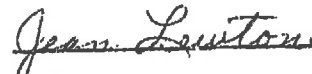
Steel: Ann Steel
Nogales Highway
Patagonia, Arizona 85624

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


Jean Lewton

JEAN LEWTON

STEEL:

Ann D. Steel
ANN D. 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

3

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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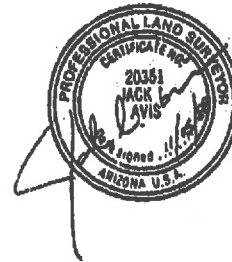


EXHIBIT "B"

LEGAL DESCRIPTION

DOCK

496 PAGE 48

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;

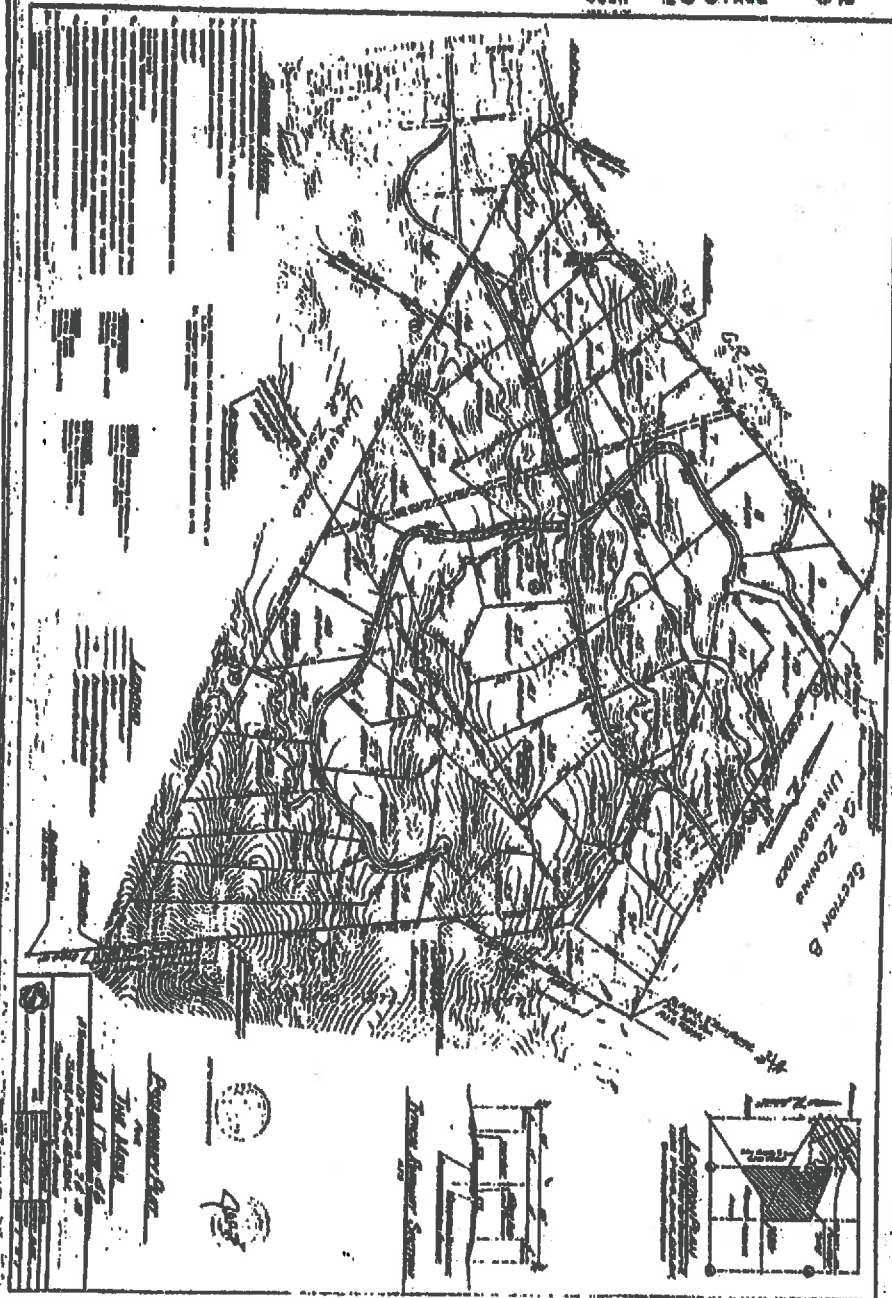
DOCK 496 PAGE 51

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 KERNAHAN

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 GLO 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;

MINNESOTA
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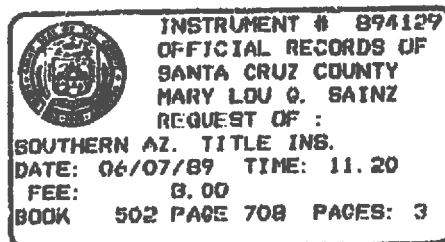
T&A Form 313i 6/88

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;

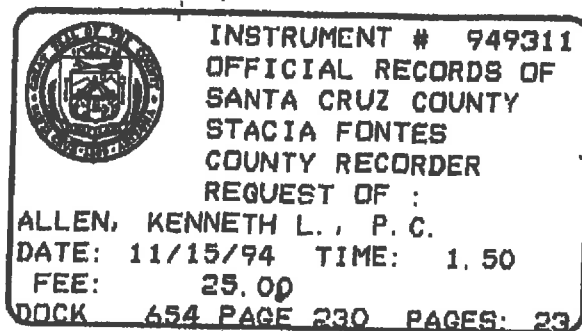
THENCE Northeasterly along the arc of a curve, concave to the Southeast having a radius of 50.00 feet; through a central angle of 95 degrees 56 minutes 37 seconds, a distance of 83.73 feet to a point of tangency also being a point on the South right-of-way of said Marshaw Road;

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 
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