

3/100
(2)

CLAUVE/MILLER WELL SHARING AGREEMENT

WHEREAS, the Clauve/Miller Subdivision, hereinafter referred to as the "subdivision", is a subdivision consisting of four (4) lots located south of Chama, New Mexico near the Buckman Road, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO.

WHEREAS, there presently exists in the Southwest Corner of Lot 2 of the Subdivision a well, and water distribution system, including pump, well, pressure tanks and buried water distribution lines, hereinafter referred to as the "system"; and,

WHEREAS, the respective owners of the four (4) lots within the Subdivision (Lots 1, 2 North Tract and South Tract) are desirous of entering into an agreement which inures to and benefits them and their successors in interest to their respective lots, for the sharing of water from the existing well and an equitable sharing of expenses and maintenance of the system, which agreement is intended to be binding upon the successors and assigns of the respective lot owners within the subdivision and shall act as a covenant running with the land to each lot; and,

WHEREAS, it is in the best interest of each lot owner to enter into an agreement governing sharing of water and expenses from the system and well.

NOW, THEREFORE, with the goal of accomplishing the above objectives, the undersigned, being all of the present owners of all lots within the subdivision hereby covenant and agree as follows:

1. USE OF WATER. All water from the well and the system shall be utilized by the lot owners of the four (4) lots for domestic purposes only. All water use shall be confined to the boundaries of the subdivision and there shall be no commercial use of water, and no water shall

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BY SHIRLEYM

be used for lawn watering or any irrigation of crops. Irrigation of gardens and shrubs, flowers and trees is permitted.

2. SYSTEM. The system shall be maintained by the lot owners on an equal one-fourth (twenty-five (25%) percent to each lot owner) basis. The system consists of a well, submersible pump, pressure tanks, water meters, cut off valves, and all water lines which are buried as of the date of this Agreement. The system shall run from the well to the water meter of each lot owner. Each lot owner shall be responsible for the maintenance of the meter of their lot and all water lines which are on the house side (lot owner's side) of the meter. It is intended by this Agreement that all maintenance expenses from the meter to the lot owner's property and/or home or other structure shall be the sole responsibility of the lot owner and the expenses of maintenance and repair shall not be shared by the parties to this Agreement. The parties to this Agreement shall only share on an equal twenty-five (25%) percent per lot basis the maintenance, repair and improvements to the system as defined herein. It is also intended by this Agreement that any meter installation fees or costs, electrical metering fees or electrical expenses for the system ITSELF, including monthly bills, shall be shared on the same basis by the lot owners.

3. LOT OWNERS. The total number of lot owners that will participate in this Agreement is four (4) only unless further modified as set forth in this Agreement. Each lot owner shall have a right to an equal share of the water from the well (twenty-five (25%) percent) except as provided for in Section 5 B. The water right is appurtenant to the respective lot and may not be transferred or assigned or severed from the lot making this Agreement binding upon all future owners, heirs, successors and assigns of the respective lot. The lots covered by this Agreement and bound by the terms and provisions of this Agreement are all those lots described in Exhibit A attached hereto.

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4. WATER BOARD. The business affairs and all actions under this Agreement shall be governed by a Water Board. Each lot owner is given one (1) seat on the Water Board and is entitled to participate in all decisions under this Agreement on the Water Board on the basis of one vote per lot. A majority vote is required for any and all decisions or actions by the Water Board (three (3) out of four (4)). The Water Board shall be responsible for all decisions with regard to maintenance, repair and improvements to the system. The Board shall also be responsible for setting annual fees and the collection of annual fees and may promulgate a set of rules and regulations governing the use of water under this Agreement. The Board may also modify this Agreement by a majority vote as needed to fit the needs of the lot owners. All decisions of the Board shall be by majority vote.

A. Water Board Officers. By majority vote, the Water Board shall elect a President, Vice President, and Secretary/Treasurer to handle the business affairs of the Board. The officers of the Board shall be elected on an annual basis at the annual meeting of the Board which is to take place on the first day of July each year.

5. FEES.

A. Annual Fee. An annual assessment fee of Three Hundred and Fifty (\$350.00) Dollars shall be paid by each lot owner on the first day of July of each year commencing July 1, 2007, or such earlier effective date as shall be decided by the Water Board. The fee shall be paid by each lot owner directly to the Water Board and shall be utilized by the Water Board to pay maintenance and repair expenses and utility costs which will include utility installation for the system. The Water Board may from time to time increase or decrease its annual fee. A lot owner who sells his lot will not be entitled to any refund of unused funds accumulated in the annual fee account for future maintenance, but the annual assessment may be

prorated between the buyer and seller in the year of sale based on a fiscal year commencing July 1st and ending June 30th for the following year.

B. Meter Fees. Each lot owner shall be responsible for the maintenance and replacement of, if necessary, an accurate water meter. The meter shall accurately measure all water used by the lot owner, and the Board, on an annual basis, may assess an additional fee for water use to each lot owner based on the lot owner's actual water usage. The rate for this fee and the assessments shall be governed by the Water Board.

C. Collection of Water Fees. All water fees (annual and meter) shall be due and payable on the first of July each year commencing July 1, 2007. Unpaid water fees shall be considered delinquent if not paid within thirty (30) days of the due date (they shall be delinquent if not paid by August 1st of each year). Once a delinquency has been declared, the Board, at its option, may take legal action against the lot owner for the collection of all delinquent and unpaid water fees. The Board shall have the right to obtain a lien against the delinquent lot owner's property and shall be entitled to foreclose said lien, if necessary, for the collection of the delinquent or unpaid fees.

D. Emergency Assessments. The Water Board, on a majority vote, may declare an emergency assessment, if necessary, at any time for major repairs or replacement of inoperative or defective equipment which disrupts or interrupts the water service of the lot owners. All emergency assessments shall be borne equally by the lot owners on a per lot (one-fourth (1/4th) (twenty-five (25%) percent to each lot owner) basis. Emergency assessments shall be issued only for unexpected repairs or needed upgrades or improvements to the system.

6. EASEMENTS. An easement to the well site and pressure tanks and all supply lines which constitute the system is hereby granted to all lot owners for access to repair and maintain

the system. The easement shall inure to the benefit of all lot owners to all owners and shall be binding upon all future owners of any lots within the subdivision.

7. LOT OWNER EQUIPMENT. Each lot owner shall be responsible for the maintenance of its own water meter and shut-off valve. The shut-off valve shall be placed so as to isolate the system from each lot owner's individually owned lines, equipment, meters, etc. Each lot owner is responsible for closing the shut-off valve when they are not occupying their respective lot. For purposes of this paragraph, not occupying means an absence by the lot owner of ten (10) consecutive days or more from their property. Before leaving for the winter, each lot owner shall shut off their shut-off valve.

8. DAMAGE TO THE SYSTEM. Any damage caused to the system by the negligence of any lot owner, their agents, guests, contractors, employees, etc. shall be the responsibility of the lot owner who caused said damage. The Water Board may issue an assessment against any negligent lot owner for cost of repairing damage done by the lot owner or its agents, guests, etc. and said assessment shall be collected by the Water Board in the same manner provided for in Paragraph Number 5C above. Any such assessment shall be limited to the actual repair costs and shall be paid within thirty (30) days unless protested by the negligent lot owner who shall be allowed a hearing before the Water Board who by a majority vote may either confirm the assessment or modify the assessment as they deem appropriate.

9. PRIORITY IN METERING. No lot owner, by first commencing the use of the system on a regular basis, shall obtain any priority over any other lot owner served; and each lot owner shall have an equal right to the water produced by the well and system. All metering shall be monitored by the Water Board and shall be read in the manner prescribed by the Water

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Board. All lot owners of lots served agree to submit all meter readings necessary, if required by the State Engineer's Office.

10. TERM OF AGREEMENT. The term of this Agreement shall commence on the date of the last execution hereof and shall continue indefinitely as long as the well is able to produce a volume of water adequate to serve the reasonable domestic uses of each lot.

11. TERMINATION. Any of the lot owners to this Agreement shall be entitled to terminate their obligation under this Agreement in writing by giving notice to the Water Board of their intent at least one (1) year prior to their intended date of withdrawal. The Board **SHALL** accept the withdrawal provided the withdrawing lot owner's assessments have been paid in full (payment of all assessments and fees up to the date of withdrawal shall be a condition precedent to any withdrawal by a lot owner).

12. DEFAULT. In the event the lot owner fails to perform substantially any of their obligations under this Agreement, the Water Board shall in writing send a notice to said defaulting lot owner who shall have thirty (30) days to correct the default. Should the defaulting party fail to correct the default, the Water Board, by a majority vote, may commence a legal action against the defaulting party to correct the defaulting party's actions. The prevailing party in any such legal action (the Board or the defaulting party) shall recover the reasonable attorney's fees and related costs in connection with the legal action from the non-prevailing party.

13. MODIFICATION. The terms and provisions of this Agreement may be modified by a majority vote of the Water Board. No modification of this Agreement shall be binding or effective unless a majority vote of the Water Board approves of said modification.

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14. HOLD HARMLESS. The parties to this Agreement agree that if the well runs dry at any point in the future, fails in any other way due to events beyond the control of the parties hereto, that they will hold each other harmless.

15. BINDING EFFECT. This Agreement shall be recorded at the office of the Rio Arriba County Clerk and shall be binding and inure to the benefit of all subsequent owners of the lots, and shall be assigned by the owners of these lots to the subsequent owners to whom each lot is sold or otherwise conveyed. At no point shall the rights granted under this Agreement (water rights) be severed from the respective lot and shall be covenants which run with the land.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and may be only amended as herein set forth by a majority vote of the Water Board.

17. FUTURE LOT OWNERS. All future lot owners shall be bound by the same terms and provisions of this Agreement as if they parties to the original Agreement. All of the terms and provisions of this Agreement shall inure to and be binding upon all future lot owners as modified from time to time by the Water Board.

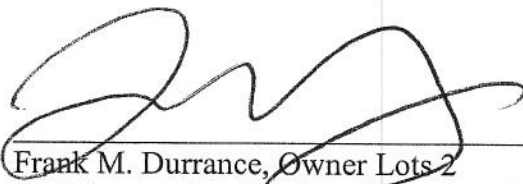
IN WITNESS WHEREOF the parties have hereunto set their hands and seals these various dates in January and February, 2007. The notarized signatures of the parties to this Contract may be provided in counterparts on pages 8, 9 and 10.

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EXHIBIT A

Lots 1 and 2 Amended Plat for Sue M. Clauve and Jo Anne Miller, Rio Arriba County Courthouse Records Book P-233 Page 5073 filed September 30, 1997 as Document No. 141132; and, North Tract and South Tract Lot Line Adjustment Plat for Robert D. and Margie Marley, Rio Arriba County Courthouse Records Book 1225 Page 5964, filed November 30, 1998 as Document No. 152905.

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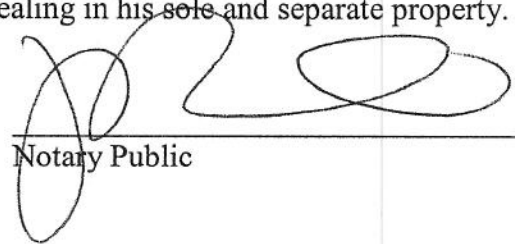


Frank M. Durrance, Owner Lots 2
1349 International Parkway South, Suite 1421
Lake Mary, Florida 32746

ACKNOWLEDGEMENT

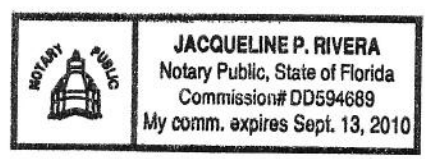
STATE OF FLORIDA)
COUNTY OF Seminole : ss.

The foregoing instrument was acknowledged before me this 5 day of Feb 2007, 2007 by Frank M. Durrance, a single man dealing in his sole and separate property.



Notary Public

My Commission Expires:
Sept 13, 2010



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Thomas L. Thompson

Thomas L. Thompson, Owner South Tract
5451 North Via Del Arbolito
Tucson, Arizona 85750

Deborah L. Crawford

Deborah L. Crawford, Owner South Tract
5451 North Via Del Arbolito
Tucson, Arizona 85750

ACKNOWLEDGEMENTS

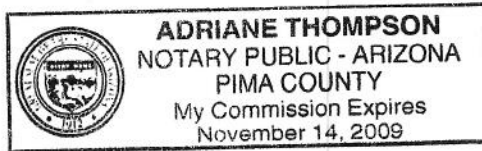
STATE OF ARIZONA)
 : ss.
COUNTY OF pima)

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The foregoing instrument was acknowledged before me this 11 day of FEBRUARY, 2007 by Thomas L. Thompson dealing in his sole and separate property.

Adriane Thompson
Notary Public

My Commission Expires:
November 14, 2009

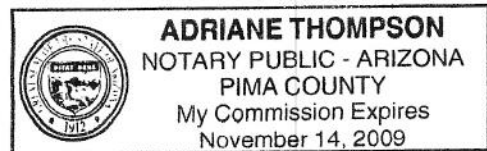


STATE OF ARIZONA)
 : ss.
COUNTY OF pima)

The foregoing instrument was acknowledged before me this 11 day of FEBRUARY, 2007 by Deborah L. Crawford dealing in her sole and separate property.

Adriane Thompson
Notary Public

My Commission Expires:
November 14, 2009



J. Michael Weinberg

J. Michael Weinberg, Owner of Lot 1
3A Montoya Circle
Santa Fe, New Mexico 87501

ACKNOWLEDGEMENT

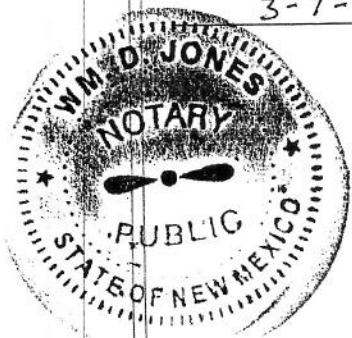
STATE OF NEW MEXICO)
 : ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 2nd day of February, 2007 by J. Michael Weinberg dealing in his sole and separate property.

Wm. D. Jones

Notary Public

My Commission Expires:
3-7-09



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Joseph A. Romero
Joseph A. Romero, Owner North Tract
175 Camino Rayo Del Sol
Corrales, New Mexico 87048

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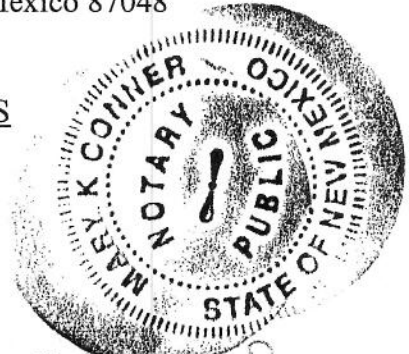
JA

John G. Keelin

John G. Keelin, Owner North Tract
175 Camino Rayo Del Sol
Corrales, New Mexico 87048

ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
: ss. 375-30-9911
COUNTY OF Bernalillo)

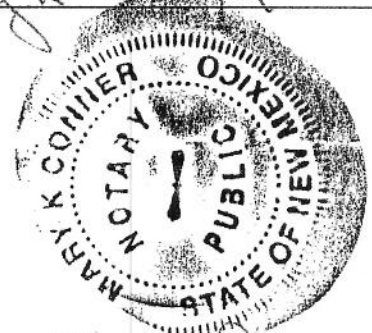


The foregoing instrument was acknowledged before me this 31 day of January 2007 by Joseph A. Romero dealing in his sole and separate property.

Mary K. Conner
Notary Public

My Commission Expires:
10/26/10

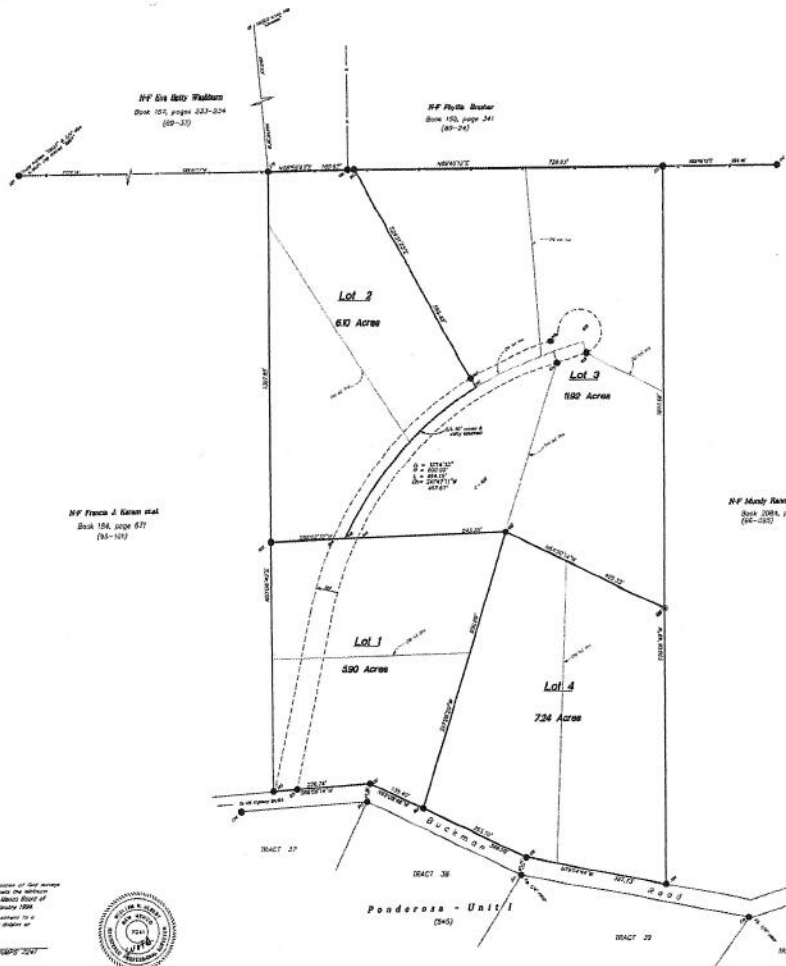
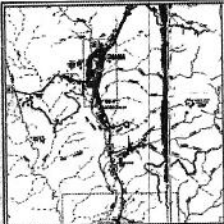
STATE OF NEW MEXICO)
: ss. 375-50-9971
COUNTY OF Bernalillo)



The foregoing instrument was acknowledged before me this 31 day of January 2007 by John G. Keelin dealing in his sole and separate property.

Mary K. Conner
Notary Public

My Commission Expires:
10-26-11



**AMENDED PLAT & LOT LINE ADJUSTMENT FOR
SUE M. CLAUVE & JO ANNE MILLER
South of Chama - North of Buckman Road
A Portion of the Historic Enrique Abeyta Tract
Within the Tierra Amalia Grant
San Antonio County, New Mexico**



- Legend**
- - Point, 1/32" note with PL 2241 and unless otherwise noted
 - - Section corner
 - - Point, 1/32"
 - - Point, 1/32"
 - - Easement
 - - Easement

- Scrapbook**
- 1. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 2. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 3. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 4. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 5. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 6. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 7. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 8. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 9. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"
 - 10. Book of Survey - "ENRIQUE ABAYTA TRACT" in "DIXON" in "MEXICO" in "NEW MEXICO"

SAN ANTONIO COUNTY
PLATING & SURVEY DEPT.
PLAT NO. 97-116
DATE: 12/15/2017
BY: LUIS H. GARCIA
LHG

NY Francis J. Kavan et al.
Book 184, page 677
(185-110)

NY Moody Bank, Inc.
Book 2084, pages 229-261
(184-282)

LIISA H. GARCIA
REGISTERED SURVEYOR
No. 2457



NO.	DATE	DESCRIPTION
1		
2		
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