

PRIVATE ROADWAY EASEMENT AGREEMENT

ZIA ABSTRACT AND TITLE CO.
ALBUQUERQUE, NEW MEXICO

THIS AGREEMENT is entered into this 8th day of May, 1985, by and between CLIFFORD N. DAHM and RHEA LYDIA GRAHAM, husband and wife (hereinafter DAHM/GRAHAM) of Albuquerque, New Mexico, and FRANK J. THOMAS and NANCY L. THOMAS, husband and wife (hereinafter THOMAS) of Albuquerque, New Mexico.

WHEREAS, DAHM/GRAHAM are the Owners of that certain property located in the County of Sandoval, State of New Mexico, and more particularly described as follows:

Lot numbered One Hundred Twenty-Six-A (126-A) of Unit IV, RANCHOS DE PLACITAS, as the same is shown and designated on the replat thereof, filed in the office of the County Clerk of Sandoval County, New Mexico, on May 13, 1985.

WHEREAS, THOMASES are the owners of that certain property located in the County of Sandoval, State of New Mexico, and more particularly described as follows:

Lot numbered One Hundred Twenty-Seven-A (127-A) of Unit IV, RANCHOS DE PLACITAS, as the same is shown and designated on the replat thereof, filed in the office of the County Clerk of Sandoval County, New Mexico, on May 13, 1985.

WHEREAS, a private roadway exists on lot 127-A for access to both Lots 126-A and 127-A, and said roadway is shown on the Plat of Lot 127-A and

WHEREAS, DAHM/GRAHAM and THOMAS are desirous of entering into a mutual Maintenance Agreement for said private roadway.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, it is agreed as follows:

1. The parties hereby agree to equally maintain the private roadway.

2. Either party to this Agreement who desires to have repair or maintenance work done to the roadway shall first obtain an estimate(s) therefor and provide copies of the estimate(s) to the other party. The other party shall have ten (10) days within which to obtain an alternative estimate(s). The Contractor with the lowest estimate shall be used to do the work.

3. Any work performed pursuant to Paragraph 2 above shall be paid one-half by the Owners of Lot 126-A and one-half by the Owners of Lot 127-A.

4. If one of the parties advances more than its share of the repair and maintenance expenses, the other shall be obligated to reimburse that party within ten (10) days of notice of such payment, and thereafter the amount owed shall bear interest at the rate of One and One-half percent (1.5%) per month.

5. In the event emergency work must be done in the nature of repair or maintenance on the roadway, each party shall use its best efforts to obtain the consent of the other party prior to undertaking such emergency work, however, if such consent cannot be obtained, a party may undertake such emergency work and the Owners of Lots 126-A and 127-A shall be equally obligated to pay for said work.

6. In the event a party does not pay its share of the repair and maintenance costs, the other party may bring legal action to enforce this Agreement, and the prevailing party shall be entitled to its reasonable attorney's fees and costs in bringing such action.

7. This Agreement shall be binding upon the heirs, successors and assigns of the parties, and shall be a covenant running with Lot 126-A and Lot 127-A as hereinabove set forth.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the date first hereinabove set forth.

Clifford N. Dahm
CLIFFORD N. DAHM

Rhea Lydia Graham
RHEA LYDIA GRAHAM

Frank J. Thomas
FRANK J. THOMAS

Nancy L. Thomas
NANCY L. THOMAS

STATE OF NEW MEXICO }
COUNTY OF SANDOVAL } SS

This instrument was filed for record on

MAY 13 1985

At 1:12 A.M./P.M.
Recorded in Vol. Misc 178
of records of said county, folio 553-555
SALLY PADILLA, Clerk & Recorder
By: [Signature], Deputy

STATE OF NEW MEXICO)
) ss.:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 8th
day of May, 1985 by CLIFFORD N. DAHM and RHEA LYDIA GRAHAM, husband
and wife.

My Commission Expires:

June 19, 1988

Damela J. Beirne
Notary Public

STATE OF NEW MEXICO)
) ss.:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 8th
day of May, 1985 by FRANK J. THOMAS and NANCY L. THOMAS, husband and
wife.

My Commission Expires:

June 19, 1988

Damela J. Beirne
Notary Public

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