

WITNESSETH:

WHEREAS, ^{Melissa} ~~Offenbach~~ is the owner of that certain real property known as (see attached Exhibit A)

WHEREAS, ^{Angelica Stender} ~~John Stender~~ is the owner of that certain real property known as (see attached Exhibit A)

WHEREAS, Lots 35 and 45 are served by a private access easement for ingress and egress and for the construction and maintenance of utilities in the location as shown on the Plat, and designated thereon as " _____ "; and

WHEREAS, it is the desire and intent of the parties hereto to provide for the maintenance of the aforesaid easement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

(a) The responsibility for the construction, repair and maintenance of the private access easement serving the said Lots shall be shared [equally] **OR** [in the following percentages] among the said Lots served by the easement[:

IF MAINTENANCE RESPONSIBILITY IS NOT TO BE SHARED EQUALLY AMONG THE LOTS, SET FORTH HERE THE LOT NUMBERS AND ASSIGNED PERCENTAGES].

(b) The private access road within the said easement shall be constructed and maintained only as a gravel roadway sufficient for vehicular traffic, with maintenance to include, without limitation, grading, scraping, ditching, snow removal and spreading of new gravel, as necessary, in the sole discretion of the owners of the Lots served by said easement.

(c) As required by Section 1245.05(3)(b) of the Taos County Land Subdivision and Development Ordinance, the parties hereto state and acknowledge that said access road or access easement is private and its maintenance, including snow removal, is NOT a public responsibility. It shall not be eligible for acceptance into the State secondary system for maintenance until such time as it is constructed and otherwise complies with all requirements of the New Mexico Department of Transportation for the addition of subdivision roads current at the time of such request. Any costs required to cause this road to become eligible for addition to the State system shall be provided from funds other than those administered by the New Mexico Department of Transportation and by Taos County.

This Road Maintenance Agreement, and any amendments hereto, shall be recorded among the land records of Taos County, New Mexico, and shall constitute a covenant running with the land, and the terms hereof shall not be amended or modified, except by written agreement.

"We the undersigned agree to maintain the road which we share for access to our respective properties."

WITNESS the following signatures and seals.

Melissa Offenbach

John T. Stender
Angelica Stender

STATE OF NEW MEXICO
COUNTY OF TAOS, to-wit:

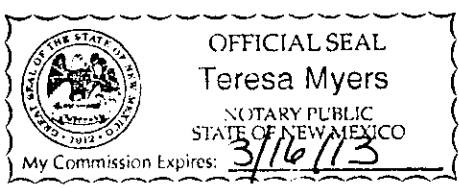
I, the undersigned Notary Public in and for the State of New Mexico aforesaid, do hereby certify that Melissa Offenhartz, John & Angella Henderson whose name is signed to the foregoing Road Maintenance Agreement appeared before me personally and acknowledged the same in my jurisdiction aforesaid.

Given under my hand and seal this 20th day of August, 20 12.

Teresa Myers Notary Public

My Commission Expires: 3/16/13

(SEAL)



STATE OF NEW MEXICO
COUNTY OF TAOS, to-wit:

I, the undersigned Notary Public in and for the State of New Mexico aforesaid, do hereby certify that John & Angella Henderson whose name is signed to the foregoing Road Maintenance Agreement appeared before me personally and acknowledged the same in my jurisdiction aforesaid.

Given under my hand and seal this 20 day of August, 20 12.

Teresa Myers Notary Public

My Commission Expires: 3/16/13

