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ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 11 day of October 2011, between undersigned, Pamela M. Barton, John W. Barton, hereafter referred to as BARTONS and David Hayes and his wife Marsha Hayes, hereafter referred to as HAYES:

RECITALS

A. HAYES are the titleholders of certain real property situated in Taos County, New Mexico, the legal description of which is as follows:

A certain Tract of Land lying and being situate near Ojo Caliente, Taos County, New Mexico; within the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 11, Township 24 N, Range 9E, N.M.P.M.; and being more particularly described by metes and bounds as follows:

“TRACT B-2B”

This Tract of Land contains 10.054 acres, more or less, and accrues a 20 foot roadway and utility easement on the east property boundary as shown on a survey prepared by Rio Grande Surveying Service field dated 11/04/05. Subject to all easements, restrictions, and covenants of record. Said Parcel is hereafter referred to as the “Hayes Parcel”.

B. BARTONS are the titleholders of certain real property situated in Taos County, New Mexico, the legal descriptions of which are as follows:

A certain Tract of Land lying and being situate near Ojo Caliente, Taos County, New Mexico; within the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 11, Township 24 N, Range 9E, N.M.P.M.; and being more particularly described by metes and bounds as follows:

“TRACT B-2A”

This Tract of Land contains 10.054 acres, more or less, and accrues a 20 foot roadway and utility easement on the east property boundary as shown on a survey prepared by Rio Grande Surveying Service field dated 11/04/05.

A certain Tract of Land lying and being situate near Ojo Caliente, Taos County, New Mexico; within the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 11, Township 24 N, Range 9E, N.M.P.M.; and being more particularly described by metes and bounds as follows:

“TRACT B-1”

This Tract of Land contains 8.0 acres, more or less, and accrues a 20 foot roadway and utility easement on the east property boundary as shown on a survey prepared by Rio Grande Surveying Service field dated 11/03/05.

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Subject to all easements, restrictions, and covenants of record. Said parcels are hereinafter referred to as the "Barton Parcels."

The Hayes Parcel is to the north of the Barton Parcels.

C. Bartons share a Roadway and Utility Easement for Ingress and Egress to and from US Highway # 285 as shown on surveys prepared by Rio Grande Surveying Service field dated 11/04/05 and 11/03/05. A roadway or roadways and appurtenant structures such as gates, may be constructed and maintained on this easement. Bartons shall be responsible for constructing and maintaining any such new roadway on the Roadway Easement if such roadway is used to provide access to any house or other structure located on the Barton's Parcels. Equally, Hayes shall be responsible for constructing and maintaining any such new roadway on the Roadway Easement if such roadway is used to provide access to any house or other structure located on the Hayes's Parcel. In the case any length or portion of the existing roadway easement is used by Bartons or Hayes or any successor to Bartons or Hayes, the construction and maintenance of that portion used by both or all parties shall be shared equally among them.

D. Neither Bartons or Hayes shall have any responsibility to contribute to the maintenance or improvement of the Roadway Easement if it is not used by them. Improvements which may incur a cost expense for either party shall be agreed upon in writing by both parties before these improvements are implemented, or the party initiating the improvements waives any right for reimbursement for the un-agreed upon improvements.

E. The rights and obligations created by this Agreement shall run with the land and shall be binding on and shall inure to the benefit of both parties, their heirs, representatives, successors, grantees, assignees, purchasers, mortgagees and administrators.

WHEREFORE, John W. Barton, Pamela M. Barton and David Hayes and Marsha Hayes have caused this Agreement to be executed as of the date first set forth above.

WITNESS our hands and seals:


John W. Barton

10-11-11
date


Pamela M. Barton

10/11/11
date


David Hayes

10-4-11

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David Hayes

date

Marsha Hayes
Marsha Hayes

10-4-11
date

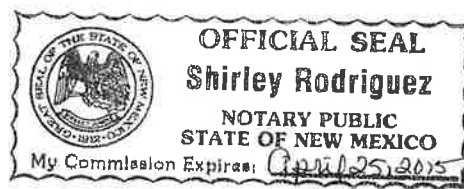
ACKNOWLEDGMENT

STATE OF NEW MEXICO)

COUNTY OF Santa Fe) ss

The foregoing instrument was acknowledged before me this 11 day of Oct, 2011 by John W. Barton and Pamela M. Barton.

Shirley Rodriguez
Notary Public



My Commission expires: April 25, 2015

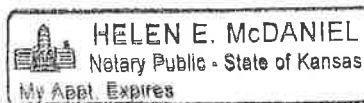
ACKNOWLEDGMENT

STATE OF KANSAS)

COUNTY OF Montgomery) ss

The foregoing instrument was acknowledged before me this 11th day of October, 2011 by David Hayes and Marsha Hayes.

Helen E. McDaniel
Notary Public



My Commission expires: 8-11-2013