

current well contact

Leslie de Vries
20 N. Mesa Rd.
El Prado, NM 87529

#238216
1-11-2000
1:11 pm

CAMINO MUSEO SUBDIVISION WATER WELL AGREEMENT

lesliedevries125@gmail.com

RECITALS:

This agreement is made this 22 day of October, 1999 by Sherry Loeey whose mailing address is 616 Private Drive, Fleeth, Texas 75932, as owner of Lots 1-5 of the Camino Museo Subdivision

The Camino Museo Subdivision Plat is filed in Plat Cabinet , at page , Records of Taos County, New Mexico, entitled "Sherry Loeey", RGSS survey No. L2346-2, by Scott B. Crowl, NMLS No. 12441, dated January 19, 1999.

It is acknowledged by the parties that this agreement will run with all of the lots within the Camino Museo Subdivision and shall be binding upon the owners of said lots and their successors and assigns ("Lot Owners").

TERMS:

1. Well Usage. Each lot shall be entitled to use not more than the maximum amount allowed by the Taos County Planning Department under summary review subdivision regulations and any variances that may apply.

2. Well Maintenance: Each of the Lot Owners who are served by the well will evenly divide the total cost of any work and material required to maintain the well, or to re-drill another well, in order to insure that the well is capable of delivering sufficient water to each Lot Owner. It is acknowledged that each Lot Owner will be solely responsible for the maintenance of the water lines and pressure tanks which serve their particular lot.

3. Easements. Because the well is located on the boundary between Lots 2 and 3, those lots are subject to a mutual, exclusive and perpetual easement in favor of each of the lots within the subdivision for installation, operation, maintenance, and repair of the well and for an underground water line from the location of the well to each of the lots. Each Lot Owner agrees not to construct any permanent improvements over the easement corridors which would preclude access for such installation, operation, maintenance and repair.

4. Metering and Allocation of Electric Expenses for Operation of the Well

An electric meter which measures the electricity usage of the well will be installed. The water lines from the well serving individual lots shall each contain a shut-off valve and a meter to measure the amount of water used by each lot.

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Once electric service for the well is established, Sherry Losey shall retain the electric billing for the well in her name until she has conveyed all of the lots within the subdivision. After Sherry Losey has conveyed the final lot, each Lot Owner that is served by the well will alternate one year of responsibility for having the electricity bill in their name beginning with the lowest numbered lot and continuing with successive numbers in successive years.

The Lot Owner having the well electric bill in their name will timely pay all electric bills. Any interruption of water service that is caused by a Lot Owner's failure to pay the well electric bill that is in their name will result in a penalty charge assessed upon the Lot Owner who caused the interruption of \$200 per lot that experiences a water use interruption plus liability for any damages caused by such interruption.

Each of the Lot Owners who are served by the well and do not have the well electric bill in their name may forward a statement of water usage which shows the amount of water used by the Lot Owner as a percentage of the total water use of the subdivision to the Lot Owner who is responsible for having the electric billing in their name by the 5th day of the month, and will be charged that percentage of the well electric bill. The Lot Owner, in whose name the electric bill is, has the right of entrance to check any of the meters used by the other Lot Owners in their water usage statement. If a Lot Owner does not forward a water usage statement, then that Lot Owner will be assessed an equal share of any well electric bill amounts due that have not been based on water usage statements. The electric bill amount owed by the Lot Owners that do not have the billing in their name must be delivered to the Lot Owner who does have the billing in their name by the 15th day of every month. Failure to make payments by the 15th day of each month will result in a \$25 late fee and 20% interest on any balance due.

5. Default. In the event a Lot Owner fails to perform substantially any of their obligations provided in this agreement, that Lot Owner shall be in default and, if such default is not fully corrected within fifteen (15) days after giving notice of default, any Lot Owner may commence a legal action to require the defaulting Lot Owner to perform their obligation. In the event such Lot Owner shall obtain substantially the relief sought in the legal action, the defaulting Lot Owner shall pay the prevailing parties' reasonable attorney's fees and other related costs in connection with any such legal action.

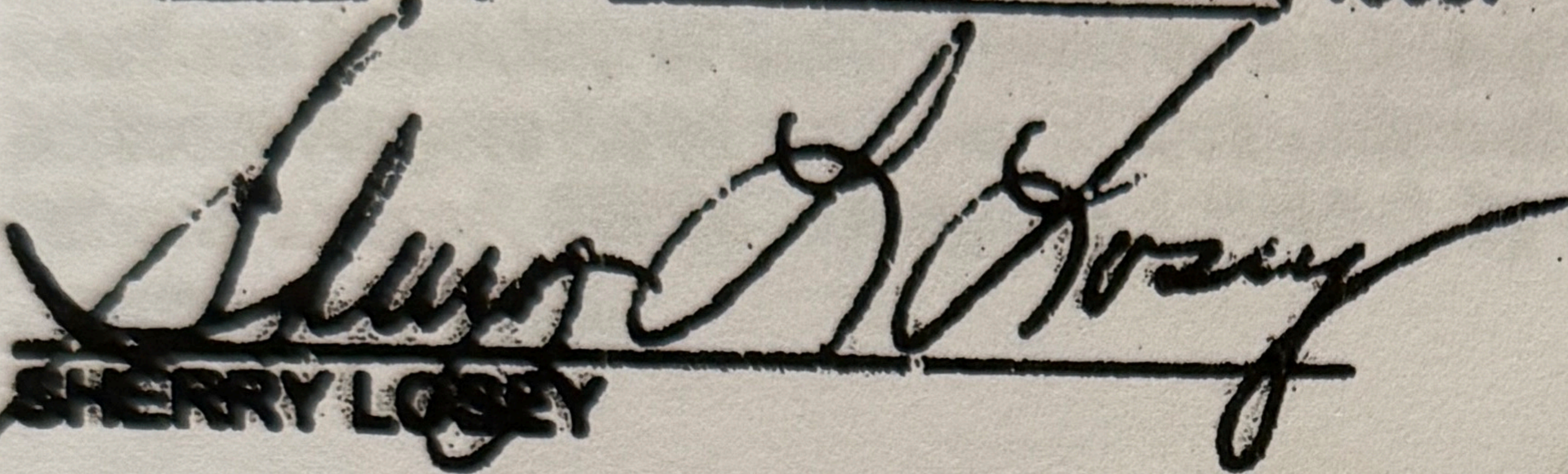
6. Liens. Any Lot Owner who is owed money by another Lot Owner under the terms of this agreement is entitled to file a lien on the lot owned by the debtor Lot Owner 30 days after having delivered notice of the money owed.

7. Entire Agreement. This agreement constitutes the entire agreement between the parties and may only be amended by a writing duly executed by all parties or their successors.

8. Choice of Law. This agreement shall be construed in accordance with the laws of the State of New Mexico.

9. Binding Effect. This agreement shall be recorded in the records of Tacos County, New Mexico, and shall be binding upon and inure to the benefit of all subsequent Lot Owners within the Museum Road Subdivision.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of this 22nd day of October, 1999.


SHERRY LOSEY

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Rockwall) SS.

This Well Share Agreement was acknowledged before me on this 22nd day of October, 1999, by SHERRY LOSEY.

(SEAL)





NOTARY PUBLIC

My commission expires: 2-2-2002



COUNTY OF TACOS)
STATE OF NEW MEXICO)

I hereby certify that the foregoing instrument was signed and acknowledged in my presence on this 22nd day of October, 1999, by Sherry Losey and that the same is a true and correct copy of the original as the same appears in my records.


Deputy

#238217
1-11-2000
7:15 PM

GRANT OF EASEMENT

This grant of easement is made by the undersigned owner of Lot 2 ("Grantor") of the Museum Road Subdivision to the owner of Tracts 1-5 of the Camino Museo Subdivision. The easement created herein is appurtenant to the lots and will run with the land.

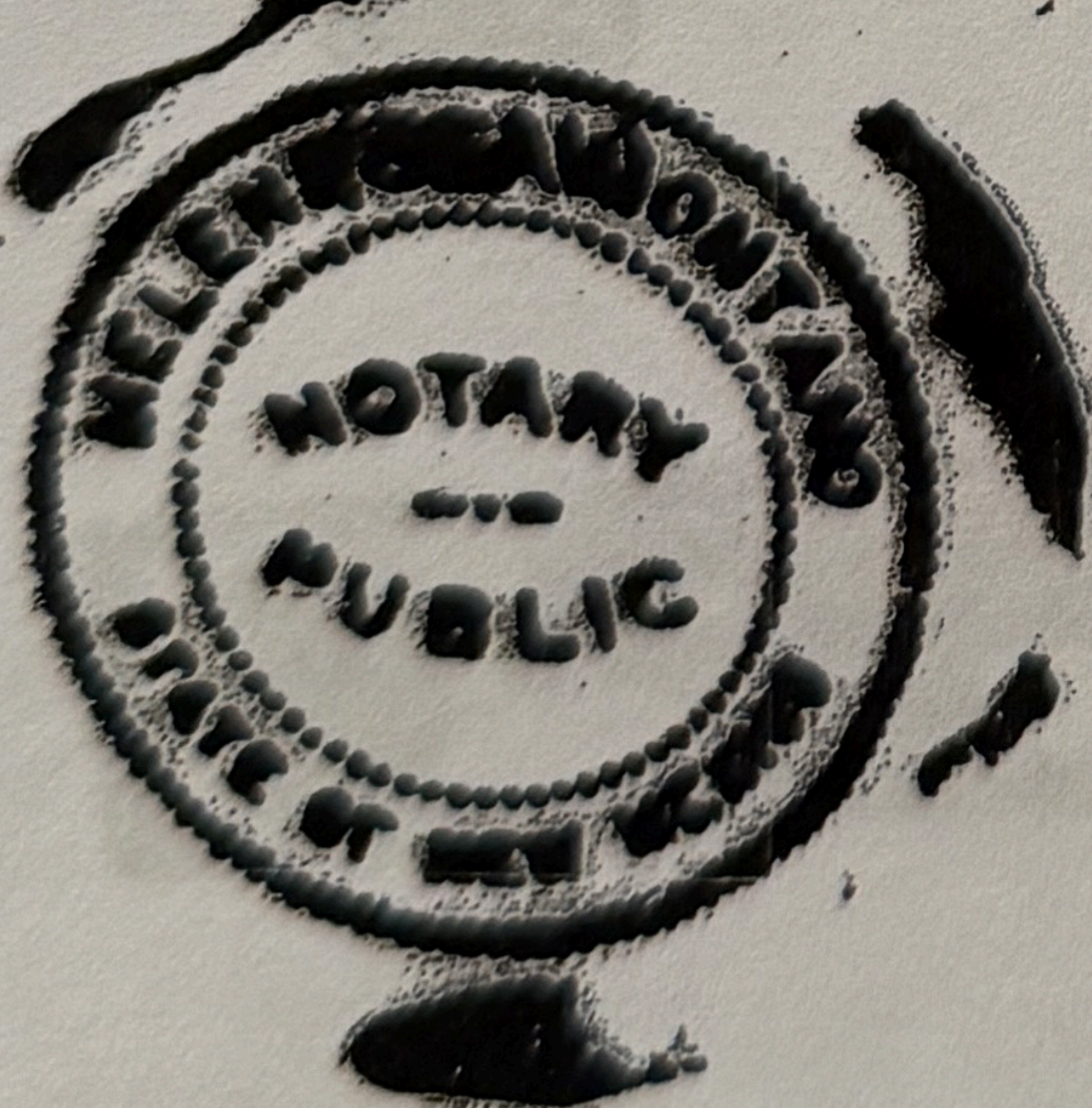
By his signature below, Grantor hereby grants an easement for ingress, egress and utilities over that portion of Lot 2 of the Museum Road Subdivision near the southern boundary of Lot 2 shown as a discrepancy between the existing road off Millicent Rogers Road and the 40 foot wide easement all as shown on the plat entitled "Sherry Looney", RGSB survey No. L2348-2, by Scott B. Crowl, NMLS No. 12441, dated January 19, 1999.



EDELMAN CONSTRUCTION, INC.
By its President, Richard S. Edelman

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) SS.
COUNTY OF TADS)

This Well Share Agreement was acknowledged before me on this 26th day of October, 1999, by EDELMAN CONSTRUCTION, INC, by its President, Richard S. Edelman.




NOTARY PUBLIC

My commission expires: 6-5-2001

COUNTY OF TADS
STATE OF NEW MEXICO
I hereby certify that the instrument described
for record on the 26th day of October AD
2000 at 7:15 o'clock PM
and was duly recorded in Book 238217
Page 11 of the records of this County.
Witness my hand and seal of office
this 26th day of October AD
2000





