SHARED WELL AGREEMENT

COLINAS DEL SOL SUBDIVISION

THIS AGREEMENT is made as of the 16 day of February, 2018 by and between Lots **1,2,3,14,15 and 16 for well #1 located on Lot 1, Lots 8, 9,10,11,12 and 13 for well #2 located on Lot 12, Lots 4, 5, 6, and 7 for well #3 located on Lot 4** in the Subdivision Plat prepared for the Colinas Del Sol Subdivision, ("Russ McMillan Owner") recorded in the Office of the Santa Fe County Clerk, Santa Fe, New Mexico in Book 829 Page (s) 46 ~~and~~ 48 .

Recitals

A. The real property which is the subject of this Agreement is more particularly described in Book 829 page(s) and ~~Book~~ Page 46-48 (Colinas Del Sol Subdivision for Russ McMillan).

B. The Owner(s) wish to establish the rights and obligations with respect to the Wells, and to share the future cost of operation and maintenance of the Wells.

IT IS THEREFORE AGREED as follows:

1. Water Supply

The wells shall serve exclusively the domestic water needs of the Colinas Del Sol Subdivision. A water well identified as #1, located on Lot 1, serves as the domestic water supply for Lots 1,2,3,14,15 and 16. Owners of these Lots are entitled to use a maximum of 0.25 acre feet of water (81,463 gallons) per Lot per year. The total aggregate amount of water to be drawn for domestic use from water well #1 is 1.5 acre feet per year or 488,776 gallons per year.

A water well identified as well #2, located on Lot 12, serves as the domestic water supply for Lots 8, 9,10,11,12 and 13. Owners of these Lots are entitled to use a maximum of 0.25 acre feet of water (81,463 gallons) per Lot per year. The total aggregate amount of water to be drawn for domestic use from water well #2 is 1.5 acre feet per year or 488,776 gallons per year.

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A water well identified as #3, located on Lot 4, serves as the domestic water supply for Lots 4, 5, 6, and 7. Owners of these Lots are entitled to use a maximum of 0.25 acre feet of water (81,463 gallons) per Lot per year. The total aggregate amount of water to be drawn for domestic use from well #3 is 1 acre feet per year or 325,851 gallons per year.

2. Well Location.

The location of the "Wells" is shown on the Subdivision Plat. A 20 foot easement has been granted for access to the wells.

3. Maintenance, Replacement and Repair of the Well

A. In the event that maintenance, repair, replacement, rebuilding, deepening or re-working of the Well, the pressure tank pit, the shared delivery lines or the related well equipment becomes necessary the Owners of Lots 1, 2, 3, 14, 15 and 16 for well #1 located on Lot 1, Lots 8, 9,10,11,12 and 13 for well #2 located on Lot 12, Lots 4, 5, 6, and 7 for well #3 located on Lot 4 shall share the expense thereof.

B. The Owners of Lots 1, 2, 3, 14, 15 and 16 for well #1 located on Lot 1, Lots 8, 9,10,11,12 and 13 for well #2 located on Lot 12, Lots 4, 5, 6, and 7 for well #3 located on Lot 4 shall have the right to make any necessary emergency repairs in the absence of one of the other Lot Owners. In such event the Lot Owner making the repairs shall submit an itemized statement for the repairs to the other Lot Owners, who shall remit payment within thirty (30) days.

C. In the event that a new well is required to serve Lots 1, 2, 3, 14, 15 and 16 for well #1 located on Lot 1, Lots 8, 9,10,11,12 and 13 for well #2 located on Lot 12, Lots 4, 5, 6, and 7 for well #3 located on Lot 4, the Owners shall share equally in the cost of the new well.

4. Electric Service Fee

The wells are served by an electric motor. The Owners of Lots 1, 2, 3, 14, 15 and 16 for well #1 located on Lot 1, Lots 8, 9,10,11,12 and 13 for well #2 located on Lot 12, Lots 4, 5, 6, and 7 for well #3 located on Lot 4, shall be responsible for the

payment of electric service to the wells. The average monthly cost for electric service is estimated at thirty-four dollars ($50.00).

5. Easements

A 20 foot easement on Lot 1, Lot 12 and Lot 4 has been granted for the purpose of maintaining repairing, replacing, deepening or rebuilding the well, storage tank, water lines and appurtenant equipment. This easement will include the right of ingress and egress to and from the wells including the right to use such vehicles and rigs as are commonly and reasonably used for the maintenance and repair of the wells, pump and appurtenant facilities. Any such repairs shall be conducted in a manner, which minimally impacts the residence located on Lots 1, Lot 12 and Lot 4.

6. Default; Enforcement.

In the event a party fails to perform substantially any of the obligations provided in this Agreement, that party shall be in default. In that event, the non-defaulting party may notify the defaulting party in writing of the default and, if the default is not fully corrected within fifteen (15) days after the giving of the notice, the non-defaulting party may commence a legal action to require the defaulting party to perform his or its obligations hereunder. In the event the non-defaulting party obtains substantially the relief sought in the legal action, the defaulting party shall pay the non-defaulting party's reasonable attorney's fees and other related costs in connection with such legal action.

7. Entire Agreement; Amendment.

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement, written or oral. This Agreement may be amended only with the written consent of all parties. Any amendment shall be recorded in the records of Santa Fe County and shall reference this Agreement.

8. Binding Effect; Assignment.

This Agreement shall be recorded in their records of Santa Fe County and shall be binding upon and inure to the benefit of the parties hereto and all subsequent owners or representatives of owners of the effected parcels, and shall be deemed to be covenants running with the title to the affected parcels. An assignment of this Agreement to the subsequent owners of the parcels shall arise automatically from such conveyance.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed as of the date first above written.

Russell J. McMillan, High Desert
Partnership LCC, Managing Member

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

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Notary Public

My commission expires: 5/23/19

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

John Sanchez
Colinas del Sol Lot 12 & Lot 13

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

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

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

Jon Eric Olsen
Colinas del Sol Lot 15

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

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

On this 24th day of January, 2018, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

2018-01-25 RECORDED 01/25/2018 08:57:25 AM

Simon & Christine Woodruff
Colinas del Sol Lot 14

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

OFFICIAL SEAL
Victoria M. Dalton
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: 5/23/19

On this 24th day of January, 2017, the foregoing instrument was acknowledged before me by the person(s) whose name(s) appear above.

Victoria M. Dalton
Notary Public

My commission expires: 5/23/19

COUNTY CLERK
GERALDINE SALAZAR
SANTA FE COUNTY NEW MEXICO

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COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for Record On The 16TH Day Of February, 2018 at 02:54:34 PM And Was Duly Recorded as Instrument # 1850224 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy _____ County Clerk, Santa Fe, NM