

WHEN RECORDED MAIL TO:

**Brandon Dean Leister
PO Box 1784
Buckeye, AZ 85326**

Parcel # 504-42-005

PRIVATE ROAD MAINTENANCE AGREEMENT

The undersigned is the owner of the three (3) lots, LOT B, LOT C and LOT D as shown on Survey recorded Book 943 Page 9 of Official Records of Maricopa County Recorder Recorded #2007-0937386.

The party grants, transfers, establishes, and declares a nonexclusive, perpetual private road agreement for ingress and egress, improved or unimproved, and for the location of legal and physical access over and across for the benefit of the parcels described as INGRESS AND EGRESS EASEMENT as shown on Survey recorded Book 943 Page 9 of Official Records of Maricopa County Recorder Recorded #2007-0937386.

The agreement is hereby permits public use for purposes of emergency and other public vehicles.

The parties covenant and agree that each party owner shall have the unobstructed right of ingress and egress over the easement. The property owners using the easement shall refrain from prohibiting, restricting, limiting or in any manner, interfering with the normal ingress and egress and use by way of the other owners. Normal ingress and egress and use shall include use by any persons having a need to use the road.

The parties herein agree the Ingress & Egress Easement legal description, known as "Roadway" provides legal and physical roadway access from dedicated access Roeser Road to and through Lot B, C & D.

Parties agree the road maintenance shall be shared equally by the parties. It is not contemplated that the roadway shall be improved other than adding minimal gravel fill or grading on an "as needed" basis. Any repairs for the roadway for the area of the easement will be approved by all parties and funded jointly prior to commencing said improvements.

The owner of each parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the easement due to extraordinary use. "Extraordinary use" shall include but is not limited to: movement of construction equipment, moving vans, commercial trucks, or other heavy loads; movement of recreational vehicles, or increased usage not ordinarily consistent with normal passenger vehicle automobile traffic.

This agreement shall be perpetual and binding. The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

DATED BY Grantor on this the ____ day of May, 2021.

Brandon Dean Leister
Grantor Private Road Maintenance Agreement

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day, of _____, 2021.

Notary Public

My Commission Expires: