

Please return recorded
instrument to:

Chamberlain Development, L.L.C.
1050 W. Washington Street, Suite 214
Tempe, Arizona 85281

**ROAD AND ENTRY FEATURE
MAINTENANCE EASEMENT**

THIS ROAD AND ENTRY FEATURE MAINTENANCE EASEMENT (“Easement”) is made this 9th day of September, 2021 jointly by Chamberlain Development, LLC, an Arizona limited liability company (“Chamberlain”) and Section 9 Investment, L.L.C. (“Section 9”). Chamberlain and Section 9 shall be referred to collectively as “Declarants”.

RECITALS

A. Section 9 Investment, LLC, an Arizona limited liability company (“Section 9”) is the fee simple owner of that certain real property in Yavapai County, Arizona, commonly known as “THE VIEWS”, more particularly described as Parcels 1 through 9, Parcel 14 and Parcel 15, inclusive, The Views Record of Survey according to record in the Yavapai County Recorder's Office in Instrument No. 2021-0059108, Yavapai County, Arizona. Such real property is referred to herein as the “Original Parcels”.

B. Chamberlain Development, L.L.C., an Arizona limited liability company holds the exclusive option to develop the Original Parcels.

C. By executing and recording this Easement with the County Recorder of Yavapai County, Arizona, Declarants intend to impose upon the Original Parcels mutually beneficial easements to establish private roadways for ingress, egress, and utilities for those certain roads (the “Roads”), more particularly described on The Views Record of Survey according to record in the Yavapai County Recorder's Office in Instrument No. 2021-0059108, Yavapai County, Arizona; and

D. Declarants further seek to establish for future use, a non-exclusive easement for the purpose of allowing Declarants and Declarants’ employees, contractors, invitees, successors, and assigns, to construct, install, use, operate, maintain, repair, and replace a future entry feature (“Entry Feature”) onto the Original Parcels.

E. Declarants intend for this Easement to create equitable servitudes and covenants appurtenant to and running with the Original Parcels and which will be binding upon all future Owners of all or any portion of the Original Parcels and any other Person acquiring any right, title, or interest in or to all of any portion of the Original Parcels (“Property Owners”).

F. Declarants intend to provide for the creation of a nonprofit corporation to be formed, under the laws of the State of Arizona, for the purpose of benefitting the Original Parcels and Property

Owners, which nonprofit corporation is intended, without obligation, to: (a) acquire, construct, operate, manage, and maintain the Roads, Entry Feature and any Common Area, and any facilities thereon, if any; (b) establish, levy, collect, and disburse the assessments and other charges as may be imposed hereunder; and (c) act as the agent and representative of Declarants and Property Owners, and administer and enforce the provisions hereof as set forth herein; and

G. Declarants desire to provide for the continued maintenance of the Roads and Entry Features, collectively referred to as (the "Improvements").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, Declarants agrees as follows:

1. Each of the foregoing Recitals is restated and incorporated herein as though set forth in full.

2. During such time as Declarants own the Original Parcels or until such time as Declarants relinquish control of more than Fifty-One Percent (51%) of the Original Parcels, Declarants shall have no obligation for any payment for maintenance of the Improvements.

3. Declarants' successors and assigns ("Property Owners" or "Property Owner") shall be obligated to pay the cost for such maintenance and repair in the amount of Ten Dollars (\$10.00) per acre, per year, per Property Owner, for any portion of the Original Parcels that is under 36 acres. Property Owners shall be obligated to pay the cost for such maintenance and repair in the amount of Six Dollars (\$6.00) per acre, per year, per Property Owner, for any property that is over 36 acres. For the purpose of this determination, persons owning property in joint tenancy or tenancy in common will be considered to be as a single Property Owner.

4. The decision of sixty percent (60%) of the Property Owners (by number – not acre) shall determine the nature, type and amount of work which shall be done toward the maintenance and repair of the Improvements, and all Property Owners shall be obligated by the decision of sixty percent (60%) of the Property Owners.

5. Property Owners will be obligated to pay such monies into an escrow account dedicated to reimburse the cost of repairs and maintenance at the time the decision is made for such repairs, based on the formula set forth herein.

6. Any Property Owner incurring an approved expense for maintenance and repair of the Improvements may enforce the terms and conditions of this Easement in any court of law or equity and may obtain a judgement thereof.

7. This Easement shall constitute a covenant which shall run with and be appurtenant to the land and shall be for the mutual use and benefit of all Property Owners.

8. This Easement may be modified, changed, and amended only with the express written consent of Declarants and Property Owners.

9. No improvements of any kind shall be constructed or maintained which shall prevent or impair the use or exercise of the Easement hereby granted.

10. Any party using the Improvements shall have the right, but not the duty, to perform maintenance necessary to assure the ability to obtain access to or use the Improvements. If any beneficiary of the Easement hereby granted elects to perform any maintenance on the Improvements, such maintenance shall be performed at their own cost and expense (subject to reimbursement if the maintenance has been approved as provided above), shall be in a safe and workmanlike manner, shall conform to the existing structure and material existing on the Improvements, and shall not constitute a hazard or nuisance to other users. Performance of maintenance (or construction for utilities) on the Improvements shall not materially obstruct or interfere with the rights of any other person entitled to use the Improvements. The person performing maintenance or construction on the Improvements shall be responsible for any mechanic's or material liens resulting from the maintenance.

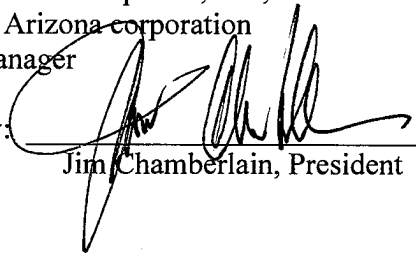
11. If it becomes necessary for any party to employ legal counsel or to bring an action at law or in equity or other proceedings to enforce any of the terms, conditions, or covenants of this grant of Easement, an award of attorneys' fees and costs and all expenses shall be made to the prevailing party, without regard to whether such fees and costs are assessable under.

IN WITNESS WHEREOF, Declarants have executed this Road And Entry Feature Maintenance Easement on the 9th day of September, 2021.

DECLARANT:

CHAMBERLAIN DEVELOPMENT, L.L.C.,
an Arizona limited liability company

By: JMC Development, Inc.,
an Arizona corporation
Its: Manager

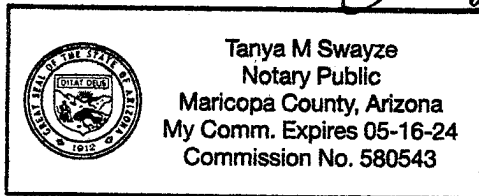
By: 
Jim Chamberlain, President

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of September, 2021, by Jim Chamberlain, the President of JMC Development, Inc., an Arizona corporation as the Manager of CHAMBERLAIN DEVELOPMENT, L.L.C., an Arizona limited liability company, on behalf of said company.


Notary Public

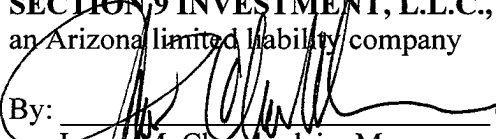
{SEAL}



CONSENT AND AGREEMENT OF OWNER OF PROPERTY:

The undersigned, SECTION 9 INVESTMENT, LLC, an Arizona limited liability company, does hereby consent to the terms and conditions of, and the recordation of, the foregoing Road And Entry Feature Maintenance Easement against the Property and agrees that the Property shall be bound by the terms and conditions hereof following the recordation thereof.

Dated this 9th day of September, 2021.

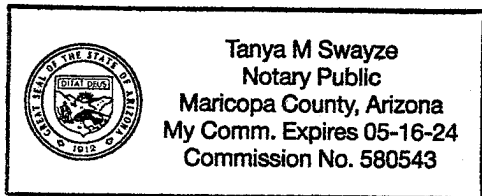
SECTION 9 INVESTMENT, L.L.C.,
an Arizona limited liability company
By: 
James M. Chamberlain, Manager

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of September, 2021, by James M. Chamberlain, the Manager of SECTION 9 INVESTMENT, L.L.C., an Arizona limited liability company, on behalf of said company.


Notary Public

{SEAL}



COURTESY RECORDING INSTRUCTIONS

Yavapai Title Agency, Inc. is hereby handed the following document(s):

Road Maintenance Agreement

You are hereby authorized and instructed as a courtesy to deliver for recording to the Yavapai County Recorder's Office said document(s), with these instructions to be attached to and recorded as a part of the first mentioned document.

The undersigned understands and acknowledges that Yavapai Title Agency, Inc. is acting in the capacity of messenger only, without consideration, and is not responsible for the correctness of the form, content or execution of any of the document(s) and that Yavapai Title Agency, Inc. is hereby released of any and all liability in connection with the same. Further, the undersigned understands and acknowledges that Yavapai Title Agency, Inc. assumes no responsibility or liability due to any delay in recordation of said document(s).

The undersigned states that the real property affected by the document(s) is not involved in an open escrow, title insurance or other transaction pending with any office of Yavapai Title Agency, Inc. or any other title company.

The undersigned understands and acknowledges that at the time of recordation, the documents will not be insured by Yavapai Title Agency, Inc. Yavapai Title Agency, Inc. is hereby instructed not to do any title search in conjunction with this courtesy recording.

It is further understood and acknowledged that there shall be no liability and/or responsibility for a payment of any consideration by Yavapai Title Agency, Inc. to any party as this service is performed as a courtesy only.

Recording fees in the amount of \$30.00 are enclosed. (All checks must be payable to the County Recorder)

Dated: September 15, 2021

SIGNATURES (All parties to document(s) must sign):

Section 9 Investment, L.L.C., an Arizona Limited Liability Company

DocuSigned by:

James M. Chamberlain

BY: James M. Chamberlain, Manager - Party Making Delivery

Address: 1050 W. Washington St., Ste. 214, Tempe, AZ 85281

Chamberlain Development, L.L.C., an Arizona Limited Liability Company

BY: JMC Development, Inc., an Arizona Corporation

Its: Manager

DocuSigned by:

Jim Chamberlain

BY: Jim Chamberlain, President - Party to Document

Yavapai Title Agency, Inc. office forwarding document(s) to recording desk:

Office Name Yavapai Title Agency, Inc. 123 N. Montezuma St., Prescott, AZ 86301

By: Connie Allmon, Escrow Officer