

SHARED-WELL AGREEMENT

This Agreement made this 27th day of September, 2005, by and between James D. Walker and Shirley A. Walker, husband and wife (hereinafter "Walker"), and Sam Miller and Elizabeth Miller, husband and wife (hereinafter "Miller").

The Parties recite and declare as follows:

1. The Parties own adjacent parcels of real property with common boundaries. Walker owns parcels A and C, D of the Walker Subdivision and Miller owns parcel B of the Walker Subdivision, described more particularly in Exhibit A attached hereto and incorporated as if restated here in full.
2. Domestic water for the Miller real property is supplied from a well located on parcel A which is owned by Walker.
3. Walker agrees to share with Miller, and Millers' successors in interest, the well located on parcel A for the purposes of providing the Miller real property with domestic water.
4. In consideration for the shared use of the well referred to above, Miller agrees to pay to Walker, the sum of 80.00 for the cost of the electricity expenses associated with the shared well. Said sum shall be paid to Walker four times each and every year this agreement is in effect, on or before March 1, June 1, September 1, and December 1. *sum to be re-evaluated if electricity price increases.*
5. Miller agrees to pay to Walker, in addition to the above referenced cost of electricity, one-third (1/3) of any maintenance or repair expenses associated with the shared well. Further, that if the shared well pump becomes inoperable, Miller agrees to pay one-third (1/3) of the cost and expense to replace said pump, including but not limited to installation cost.
6. Walker makes no warranty or promise to Miller, or to his successors, heirs or assigns, as to the quality, quantity, or any other water that is provided by the subject well. Further, that Miller releases Walker from any damages, direct, indirect or otherwise, that shall result to Miller, or to his successors, heirs or assigns, from use of the referenced shared well or the water said well produces.
7. The parties acknowledge that failure of Miller, his successors or assigns, to compensate Walker, his successors or assigns, as herein described shall be a material breach of this agreement and grounds for Walker to deem

this Agreement void and disconnect the Miller parcel from the shared well and take any and all legal remedies available.

8. That in the event of the failure of shared well to provide adequate water Miller will have the right to share in the expense of having a new well drilled or to arrange to have a new well drilled on parcel B at their own expense.

This agreement is binding upon the parties, their heirs, successors and assigns. This agreement runs with the Land and shall be binding on Walker and Miller and their heirs, assigns, successors in interest and any person who shall, after the effective date of this instrument, acquire title to any of the real property described herein.

James D. Walker
James D. Walker

Shirley A. Walker
Shirley A. Walker

Sam Miller
Sam Miller

Elizabeth Miller
Elizabeth Miller

264765

State of Idaho)
County of Lemhi) SS No. _____
This instrument was filed for record at the request
of Beth Miller
at 1:50 o'clock P m 10-11 2005
and duly filmed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder
By Jana Eagle Deputy
Fee 9
Return to Beth Miller

From: Tayler Tibbitts <tayler@twibbittslaw.com>

To: Bruce Withers <pbwithers@custertel.net>

Cc: Elsbeth Coslovich <userelco@aol.com>; Lorraine Sorensen <withersoffice@custertel.net>

Subject: Re: Elsbeth Coslovich = 20 Cherry Hill

Date: Thu, Jul 12, 2018 4:46 pm

Hi Elsbeth,

I have been contacted by the Sandbergs recently about the same issue. As a result, while I wouldn't be able to represent you, I do hope to be able to help everyone in obtaining a resolution. Fred Snook is the other attorney in Salmon who has a private law practice. You can reach him at 208-756-2125. Perhaps he will be able to represent you. If he can, feel free to have him give me a call and we can start trying to help work things out.

Kind Regards,

Tayler

On Thu, Jul 12, 2018 at 1:53 PM, Bruce Withers <

> wrote:

Hi Elsbeth,

I have a conflict since the parcel is my wife's from an inheritance. I would recommend giving Tayler Hookins a call. He is an attorney here in Salmon who is well versed in real property issues. His number is 208 303-0127.

Hope you are enjoying Salmon

Bruce

David R. Withers

Leah Valley, B.A.

1000 1st St. N.E.

Salmon, Idaho 83407

208 756 2125

This document contains confidential and/or privileged information and is the property of the intended recipient. Any unauthorized review, use or disclosure by others is strictly prohibited. If you are not the intended recipient, please do not print, copy, retransmit, disseminate or otherwise use this information. If you have received this document in error, please notify the sender immediately by e-mail.

STATE OF IDAHO

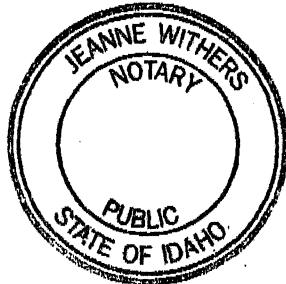
264765

County of Lemhi

) ss.

September

On this 27th day of ~~June~~, in the year 2005, before me, a notary public, personally appeared JAMES D. WALKER and SHIRLEY J. WALKER, husband and wife, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Jeanne Withers

NOTARY PUBLIC FOR IDAHO

Residing at Salmon

My commission Expires: 10-1-05

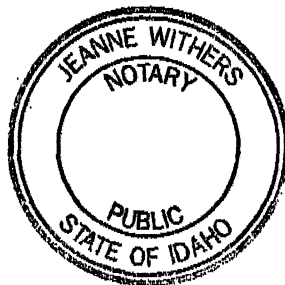
STATE OF IDAHO

County of Lemhi

) ss.

September

On this 27th day of ~~June~~, in the year 2005, before me, a notary public, personally appeared SAM MILLER and ELIZABETH MILLER, husband and wife, known or identified to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Jeanne Withers

NOTARY PUBLIC FOR IDAHO

Residing at Salmon

My commission Expires: 10-1-05