

AGREEMENT BETWEEN CO-OWNERS FOR MAINTENANCE AND REPAIR OF COMMON RIGHT-OF-WAY

Agreement made, effective as of November 15, 2005, by and between James Daniel Walker and Shirley Ann Walker, husband and wife, of North Fork, County of Lemhi, State of Idaho, and Sam Miller and Elizabeth Miller, husband and wife, of North Fork, County of Lemhi, State of Idaho.

RECITALS

A. The parties to this agreement are co-owners of a common ingress and egress right-of-way that travels from Highway 93 North and the intersection of Lot A of Walker Subdivision, approximately 190 feet northeast, then approximately 224 feet southeast, then approximately 107 feet northeast and terminates at a common-culdesac as depicted in the subdivision plat. Said common right-of-way is portrayed on Exhibit "A" and by this reference is made a part of this agreement to the same effect as if set forth in this instrument in its entirety. Owners of Lot B acknowledge they have sole responsibility for maintenance and repair of right-of-way above the culdesac.

B. The parties desire to share the costs and expenses of maintaining the above-described right-of-way.

The parties agree as follows:

SECTION ONE EXPENSES TO BE SHARED

The parties agree to share the costs and expenses of repairing and maintaining the above-described common right-of-way for the period commencing November 15, 2005.

SECTION TWO MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this agreement shall include the following and only the following: fill in the chuckholes, application of gravel, surface blading, or other maintenance and repair as the agent deems necessary or advisable.

Any additional repairs and maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this agreement except with the prior, express, and written consent of each of the parties and an assumption by each of the parties in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.

SECTION THREE LIMITS OF LIABILITY

The parties agree to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this agreement for the above-described easement as follows: That the owner of each lot within the Walker Subdivision shall pay a yearly amount for each lot of One-Hundred Dollars (\$100.00), or such amount as agreed to between all lot owners, which sum shall be held in escrow by agent for repair and maintenance of the common right-of-way as he/she deems necessary and advisable. Further, the parties acknowledge and agree that any lien for assessments due or any judgment created hereby shall be subordinate to the lien of any first mortgage.

SECTION FOUR DESIGNATION OF AGENT

James Daniel Walker, or his designee, whose address is 20 Cherry Hill Lane, North Fork, Idaho, is hereby designated as the agent of the parties to contract for and oversee the repairs and maintenance authorized under this agreement. Parties agree that the agent must be an owner of a lot within the Walker Subdivision.

SECTION FIVE INDEMNITY

Each of the parties agrees to indemnify and hold the other harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise from, arise out of, or be attributable to any maintenance or repair undertaken under or pursuant to this agreement.

SECTION SIX GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Idaho.

SECTION SEVEN ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

SECTION EIGHT MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each

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party or an authorized representative of each party.

SECTION NINE
NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION TEN
RUNS WITH THE LAND

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.

SECTION ELEVEN
PARAGRAPH HEADINGS

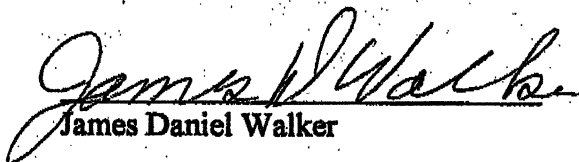
The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness whereof, each party to this agreement has caused it to be executed at Salmon, Idaho, on the date indicated below.

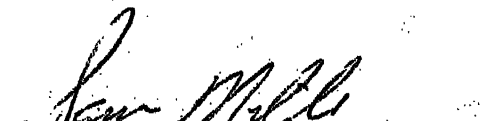
ACCEPTANCE OF AGENCY

The undersigned, James Daniel Walker, hereby acknowledges and accepts his appointment as agent and to agree to contract for and oversee the maintenance and repair authorized for the easement described in the above agreement and agrees to be bound by the provisions of such agreement.

DATED November 29th, 2005


James Daniel Walker


Shirley Ann Walker


Sam Miller

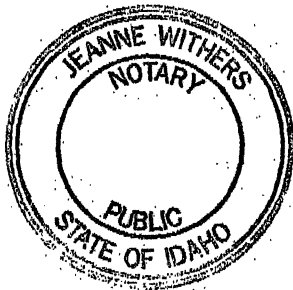

Elizabeth Miller

STATE OF IDAHO

County of Lemhi

) ss.

On this 29th day of November, in the year 2005, before me, a notary public, personally appeared JAMES DANIEL WALKER and SHIRLEY ANN 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.



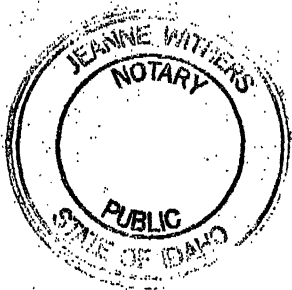
Jeanne Withers
NOTARY PUBLIC FOR IDAHO
Residing at Salmon
My commission Expires: 11-3-11

STATE OF IDAHO

County of Lemhi

) ss.

On this 29th day of November, 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: 11-3-11

State of Idaho)
County of Lemhi) SS No. 265297

This instrument was filed for record at the request
of Beth Miller
at 8:18 o'clock A.M. Nov 30 2005
and duly filed and indexed in the records of Lemhi
County Terri J. Morton
Ex-Officio Recorder
By [Signature] Deputy
Fee 15.00
Return to _____

Exhibit A

BASIS OF BEARING

N 00°00'23" E

2639.19'

244.61'

10'

P.O.B.

1275.56'

LOT 'A'
9.5 ACRES

LOT 'B'
1.0 ACRES

N 00°02'03" E
171.70'

LOT 'C'
1.0 ACRES

LOT 2A
ROCK POINT
SUBDIVISION

N 64°49'00" W
57.78'

EXISTING DRIVE

$\Delta = 78°35'56"$
R = 48.00'
L = 65.85'
CH = N87°27'42"E
60.80'

LOT 'D'
1.0 ACRES

NOT TO SCALE
CENTERLINE OF 10' WIDE UT
LOTS 'A' AND

N 23°24'34" E
29.83'

N 05°07'20" E
394.69'

$\Delta = 75°08'28"$
R = 66.79'
L = 87.59'
CH = S89°11'26"E
81.45'

WELL
PUMP HOUSE

$\Delta = 00°13'23"$
R = 3123.72'
L = 12.16'
CH = N10°09'02"E
12.16'

$\Delta = 10°44'55"$
R = 1091.74'
L = 204.81'
CH = N00°05'45"W
204.51'

HIGHWAY 93

50'

50'

32' 16'

232.76'

307.41'

307.41'

141.70'

253.70'

138.88'

10'

10'

10'

10'

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