

9504-59-337A

WELL SHARING AGREEMENT

220799
1:12 PM
7-13-98

KREGER DESIGN/BUILD LIMITED PARTNERSHIP, whose address is P.O. Box 9503, Santa Fe, New Mexico 87504, owns Lot 98-B of the Vista Linda Subdivision, containing 1.249 acres, more or less (hereinafter "Lot 98-B"), which is more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein by reference. SANDRA HAMILTON, a single woman, and SUSAN WALKER, a single woman, whose address is HCR 74, Box 21801, El Prado, New Mexico 87529, own the Lot 98-C of the Vista Linda Subdivision, containing 1.247 acres, more or less (hereinafter "Lot 98-C"), which is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference. The parties agree that a water well located on Lot 98-C shall be used and shared by Lot 98-B and Lot 98-C on the following terms and conditions:

I. USE BY ONE LOT

A. At the present time, Lot 98-C is improved and using water from the well, while Lot 98-B is vacant, unimproved, and not using water from the well. As long as Lot 98-B is not using water from the well it shall not be responsible for well maintenance, repair and electricity costs, and shall not be responsible for well meter reading and reporting requirements as set out in the following section of this agreement. Lot 98-C shall pay all the costs of well maintenance, repair and electricity, and shall be responsible for well meter reading and reporting requirements until Lot 98-B starts using water from the well.

II. USE BY TWO LOTS

A. The expenses of well maintenance and well repairs shall be divided equally between the two Lots served by this well. That is, each Lot served by the well shall be responsible for Fifty per cent (50.00%) of well maintenance and repair costs. Either Lot may authorize emergency repairs to the well. All routine maintenance and repairs shall be by agreement of the owners of both Lots. Each Lot shall be solely responsible for the maintenance and repair of its water line running from the well to that Lot.

B. Any maintenance or repair costs due pursuant to the terms of this Agreement shall become a recordable lien on a Lot if said costs remain unpaid thirty (30) days after written demand is made by certified mail, return receipt requested on the party responsible for payment of same.

C. The well is metered on the electric meter for Lot 98-C. As long as the well is metered on Lot 98-C, Lot 98-B shall pay Lot 98-C eight dollars (\$8.00) per month for electric costs for the well, which shall be due and payable on the first (1st) day of the month. The owner of either Lot may demand that a separate electric meter be obtained for the well. The Lot demanding the separate electric meter for the well shall be responsible for all installation costs thereof. If a separate electric meter is obtained for the well, each Lot served by it shall be responsible

for Fifty per cent (50.00%) of the well's electric bill, which shall be due and payable monthly, ten (10) days after receipt of said electric bill.

D. Any electricity costs or bills due pursuant to the terms of this Agreement shall become a recordable lien on a Lot if said costs or bills remain unpaid thirty (30) days after they become due.

E. Only one household (including a guest house) on each Lot may connect to the well. The parties agree that no additional households or tracts shall connect to the water well without the written consent of the owners both Lots bound by this Agreement.

F. This well is governed by New Mexico statutes and regulations issued by the State Engineer Office. The parties agree to comply with said statutes and the regulations of the State Engineer Office, specifically including, but not limited to, any requirements that water usage be metered and meter readings be reported. Lot 98-B shall be responsible meter reading and reporting requirements in even numbered years, and Lot 98-C shall be responsible for meter reading and reporting requirements in odd numbered years. This well shall be limited to domestic and household use.

G. Water conservation is strongly encouraged, specifically including, but not limited to, use of low flow devices, and use of native or drought resistant plants and landscaping.

H. The owner of Lot 98-C grants the owners of Lot 98-B a ten foot (10') wide easement for installation, repair and maintenance of the water line running from the well to Lot 98-B. Lot 98-B shall also have an easement to maintain and repair the well on Lot 98-C. Either Lot may relinquish its rights, and be relieved of its obligations under this Agreement, by filing a written relinquishment in the records of the records of Taos County, New Mexico. Provided however, that if Lot 98-C relinquishes its rights under this Agreement, it shall not effect the easements in favor of Lot 98-B.

I. In any matter arising out of this Well Sharing Agreement, specifically including, but not limited to, any suit to foreclose a lien pursuant to Paragraphs B or D above, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs, as determined by the court.

J. This Well Sharing Agreement is an appurtenant burden and benefit that runs with the land, and any conveyance or transfer of Lot 98-B or Lot 98-C shall be made subject to the provisions hereof.

K. This Well Sharing Agreement shall be binding between the parties, and their heirs, successors and assigns. This Well Sharing Agreement may be amended by unanimous written consent of the owners of Lot 98-B and Lot 98-C.

WITNESS our hands and seals this 10th day of July, 1998.

KREGER DESIGN/BUILD LIMITED
PARTNERSHIP

By: W. Robert Keger
W. ROBERT KREGER,
General Partner

Sandra Hamilton
SANDRA HAMILTON

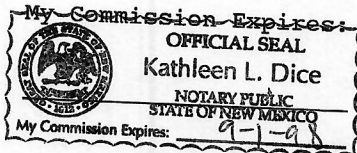
Susan Walker
SUSAN WALKER

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

STATE OF NEW MEXICO)
COUNTY OF TAOS) ss.

This instrument was acknowledged before me on July 10,
1998 by W. ROBERT KREGER, as General Partner of KREGER DESIGN/BUILD
LIMITED PARTNERSHIP.

Kathleen L. Dice
Notary Public



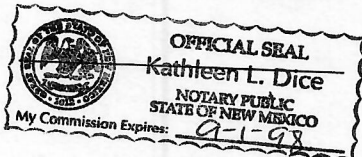
ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY

STATE OF NEW MEXICO)
COUNTY OF TAOS) ss.

This instrument was acknowledged before me on July 10,
1998 by SANDRA HAMILTON, a single woman, and SUSAN WALKER, a single
woman.

Kathleen L. Dice
Notary Public

My Commission Expires:



Lot 98-B

BEGINNING at the southwest corner of the tract of land described herewith, from whence a stone monument set in a mound of stone for the 4 mile marker of the boundary line between the Cristobal de la Serna Grant and the Gijosa Grant bears N 85° 12' 41" E, 1422.06 feet distant, thence: Running from said point of beginning, N 00° 27' 34" E, 233.46 feet to the northwest corner, from whence a witness corner bears S 00° 27' 34" W, 20.00 feet distant, thence: S 89° 26' 43" E, 233.14 feet to the northeast corner, from whence a witness corner bears S 45° 33' 16" W, 28.28 feet distant, thence: S 00° 33' 14" W, 233.71 feet to the southeast corner, from whence a witness corner bears N 89° 23' 03" W, 20.00 feet distant, thence: N 89° 23' 03" W, 232.75 feet to the point and place of beginning. Containing 1.249 acres of land, more or less, as shown on a survey plat entitled "Replat of Lots 98-A, 98-B, 98-C & 98-D of the Vista Linda Subdivision", being plat no. 9432, dated 03/14/94 by Larry L. Sterling, NMPS no. 11010, filed in Plat Cabinet C, Page 155-B of the records of Taos County, New Mexico.

and

Lot 98-C

BEGINNING at the northwest corner of the tract of land described herewith, from whence a stone monument set in a mound of stone for the 4 mile marker of the boundary line between the Cristobal de la Serna Grant and the Gijosa Grant bears N 85° 12' 41" E, 1422.06 feet distant, thence: Running from said point of beginning, S 89° 23' 03" E, 232.75 feet to the northeast corner from whence a witness corner bears N 89° 23' 03" W, 20.00 feet distant, thence: S 00° 33' 14" W, 233.70 feet to the southeast corner from whence a witness corner bears N 44° 23' 05" W, 28.31 feet distant, thence: N 89° 19' 22" W, 232.37 feet to the southwest corner, from whence a witness corner bears N 00° 27' 34" E, 20.00 feet distant, thence: N 00° 27' 34" E, 233.45 feet to the point and place of beginning. Containing 1.247 acres of land, more or less, as shown on a survey plat entitled "Replat of Lots 98-A, 98-B, 98-C & 98-D of the Vista Linda Subdivision", being plat no. 9432, dated 03/14/94 by Larry L. Sterling, NMPS no. 11010, filed in Plat Cabinet C, Page 155-B of the records of Taos County, New Mexico.

EXHIBIT "A"



NEW MEXICO

98-13th day of July 1998 at 1:12 o'clock P.M. M-206

646-679

Jeannette G. Rael
County Clerk, Taos County, N.M.

Deputy