

SUPERSEDING WELL SHARING AGREEMENT

Those Warranty Deeds filed for record in Book M-1023 at pages 601-603, in Book M-1023 at pages 604-606 and in Book M-1023 at pages 919-921, records of Taos County, New Mexico, granted shares in and to a water well bearing State Engineer Office file no RG-93967, between those tracts bearing designations Tract "A", Tract "B" and Tract "C". By signing this Superseding Well Sharing Agreement, the respective owners of said lots agree that the terms and conditions granted in those Warranty Deeds shall be vacated, superseded and replaced by the terms and conditions contained herein.

I. RECITALS

A. SHERA MAHER, a single woman, is the owner of that 4.00 acre ± Tract "A", as more fully described in that Quitclaim Deed dated August 17, 2020 and being filed for record in Book M-1058 at page 874, and as more fully shown on that plat of survey entitled, "Shera Maher", by Lawrence S. Montoya, NMPS #12349, dated July 24, 2019, bearing project no. 2058RDT-A and being filed for record in Cabinet F at page 101-A, records of Taos County, New Mexico.

B. SHERA MAHER, a single woman, is the owner of that 10.00 acre ± Tract "B", as more fully described in that Warranty Deed dated August 2, 2019 and being filed for record in Book M-1023 at pages 604-603, and as more fully shown on that plat of survey entitled, "Shera Maher", by Lawrence S. Montoya, NMPS #12349, dated July 24, 2019, bearing project no. 2058RDT-A and being filed for record in Cabinet F at page 101-A, records of Taos County, New Mexico.

C. KEITH K. MILLER and EMILY L. MILLER, husband and wife, are the owners of that 6.00 acre ± Tract "C", as more fully described in that Warranty Deed dated August 2, 2019 and being filed for record in Book M-1023 at pages 919-921, and as more fully shown on that plat of survey entitled, "Shera Maher", by Lawrence S. Montoya, NMPS #12349, dated July 24, 2019, bearing project no. 2058RDT-A and being filed for record in Cabinet F at page 101-A, records of Taos County, New Mexico.

D. As used in this Agreement, the word "tract" or "Tract" shall include and be binding on the tract owners where applicable. Tract A, Tract B and Tract C, shall be collectively referred to as "the tracts" or "all tracts".

F. A water well bearing New Mexico State Engineer's Office file number RG-93967 (hereinafter the "well") located on Tract B, shall be used by all tracts, on the following terms and conditions.

II. AGREEMENT

A. Each tract bound by this Agreement shall be entitled to a single connection to the well, each connection of which may serve one house, and one guest house, per tract, along with associated appurtenant outbuildings. Each tract connected to the well shall be limited to an equal proportion of the water produced by the well per annum, or to such other amount as may be provided for by applicable law and regulations. Each tract owner connected to the well shall have equal right and priority to the water produced by the well. No additional tracts or households shall connect to the water well without unanimous consent of all tract owners bound by this Agreement.

B. Each tract shall be solely responsible for the cost of installation, maintenance and repair of its water line(s) running from the well to that tract, and the cost of installing pressure tank(s) and other associated equipment, on that tract (if so desired).

C. The expenses of well maintenance and well repairs shall be divided equally between each tract connected to the well. Either tract connected to the well may authorize emergency repairs to it. All routine maintenance and repairs shall be by agreement of the owners of all tracts connected to the well.

D. Any maintenance or repair costs due pursuant to the terms of this Agreement shall become a recordable lien on a tract 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.

E. When a second tract connects to the well, an application to permit the well for multiple household domestic use, shall be filed with the New Mexico State Engineer's Office. All costs associated with this filing shall be borne by the owner of the second tract to connect to the well.

F. The well is currently on, or will be put on, its own totalizing electric meter. If not already on a meter, one shall be installed as soon as practicable after a second tract connects to the well. All installation costs associated with this meter shall be borne by the Owner of the second tract to connect to the well. Once installed, all further expenses associated with this meter, shall be borne in equal proportion by each tract connected to the well, which shall be due and payable monthly, fifteen days after receipt of said electric bill.

F.1. Any tract may elect to install, at its own expense, an individual Solid State Water Meter measuring their actual use of water from the well, in which case, said tract shall be responsible only for their actual use. Those tracts connected to the well, and not on an individual Solid State Water Meter, shall continue to bear the expenses of the remainder amount in equal proportion.

G. Any electricity costs or bills due pursuant to the terms of this Agreement shall become a recordable lien on a tract 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.

H. This well is governed by New Mexico statutes and regulations issued by the New Mexico State Engineer's Office. Both tracts shall comply with said statutes and the regulations of the New Mexico State Engineer's Office, and any Taos County Ordinances, specifically including, but not limited to, **the requirement that water usage be metered**, and any limitation on the maximum amount of water that can be drawn from the well each year.

I. The tracts bound by this Agreement shall not waste water and water conservation is strongly encouraged.

J. To the extent necessary to carry out the terms of this Agreement, the owner of Tract B grants a well repair and maintenance easement, ten feet in radius around the well casing, and a water line repair and maintenance easement six feet in width, being three feet on either side of the centerline of any waterlines running from the well to the other tracts.

K. Any tract may relinquish its rights, and be relieved of its obligations under this Agreement, by filing a written, signed and acknowledged relinquishment in the records of Taos County, New Mexico. Provided however, that if Tract B relinquishes its rights under this Agreement, it shall not affect the easements in favor of the other tracts, nor the rights of the other tracts to draw water from the well.

L. 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 D or G above, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs, as determined by the court.

M. This Well Sharing Agreement is an appurtenant burden and benefit that runs with the land and any conveyance or transfer of any tract herein bound shall be made subject to the provisions hereof.

N. This Well Sharing Agreement shall be binding on the heirs, personal representatives, successors and assigns of the undersigned.

O. This Well Sharing Agreement may be amended by unanimous written consent of the tract owners bound by it.

P. The provisions of this Well Sharing Agreement are severable. That is, if any part of this Agreement is determined to be void or unenforceable, the remaining parts shall continue in full force and effect.

Q. This Well Sharing Agreement shall be signed in counterpart, which shall be treated and construed as a single instrument.

Witness my hand and seal this 11 day of January, 2021.

TAOS COUNTY
VALERIE RAEI MONTOKA, CLERK
000450501
Book 1077 Page 891
4 of 4
02/10/2021 01:44:58 PM
BY BLANCAL

Shera Maher
SHERA MAHER

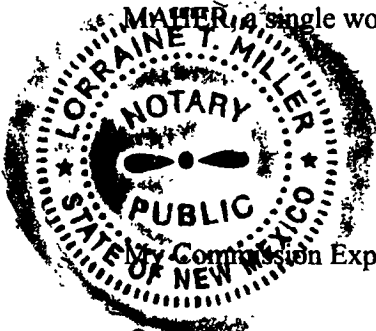
ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY

STATE OF New Mexico
) ss.
COUNTY OF Taos)

TAOS COUNTY CLERK
RECORDER
SEAL

TAOS

This instrument was acknowledged before me on January 11, 2021 by SHERA MAHER, a single woman.



My Commission Expires:

October 3, 2024

Lorraine T. Miller
Notary Public