

WELL USE AGREEMENT WITH EASEMENT

AGREEMENT, made this 13 day of June, 2019, between
TAMMY L. JONES and DAVID BRENT JONES, wife and husband, of P.O. Box 151,
Almo, Idaho 83312, (hereinafter "Tammy") and **LEOTA MARION WARD, aka MARION**
WARD, aka LEOTA M. WARD, a widowed woman, of P.O. Box 186, Almo, Idaho 83312,
(hereinafter "LeOta").

1. RECITALS: The parties recite:

1.1 LeOta owns the real property described on Exhibit A ("Subservient Estate").

1.2 Tammy owns the real property described on Exhibit B ("Dominant Estate")

1.3 There is a well and improvements located on the Subservient Estate which
delivers water both to the Subservient Estate and to the Dominant Estate.

1.4 The parties desire to provide for an easement for ingress and egress to the
well located on the Subservient Estate. The parties further desire to provide for the use of the
well for delivery of water to the respective parcels and to provide for the costs and expenses
incident thereto.

NOW, THEREFORE, in consideration of the recitals, the terms and conditions
hereof and other consideration herein receipted for but not recited the parties agree:

2. EASEMENT: LeOta does hereby grant and convey to Tammy a perpetual
non-exclusive easement on, over, and across the Subservient Estate ("Easement"). This
Easement shall be for the benefit of the Dominant Estate. The use of such Easement shall be for
ingress and egress to the well including the withdrawal of water therefrom for the watering of
cows and stock, repairs and maintenance of the pump, motor and apparatus.

PARSONS, SMITH, STONE, LOVELAND & SHIRLEY, LLP
LAWYERS
BURLEY, IDAHO

1
2 3. RUN WITH THE LAND: The Easement granted in the preceding
3 paragraph shall run with the land and shall not be severable or separately assignable.

4 4. TERMINATION: The Easement may be terminated only by an instrument
5 in writing by the record owners of the Dominate and Subservient Estates.

6 5. EFFECTIVE DATE: This agreement and Easement shall be effective when
7 executed by the parties and recorded in the office of the County Recorder of the County of
8 Cassia, State of Idaho.

9
10 6. WATER: Tammy shall be entitled to withdraw water from the well located
11 on the Easement for stock and cows and for purposes for which the water from the well has
12 historically been used. The parties shall have equal rights to the withdrawal of the water.

13 7. MAINTENANCE: Each party shall be responsible for one-half (½) of the
14 repairs, maintenance, improvements, replacements of the well and apparatus. The obligation to
15 reimburse the other for one-half (½) of the cost thereof shall be due and payable within five (5)
16 days after being advised of the cost thereof. Except in an emergency the parties will consult
17 with each other relative to the needs of the necessary repairs, maintenance, replacement and
18 general maintenance

19
20 8. ATTORNEY FEES: The prevailing party in any action arising under this
21 agreement shall be entitled to reasonable attorney fees in addition to all other relief provided by
22 law.

23
24 9. BINDING EFFECT: This Well Agreement and Easement shall be binding
25 upon the parties and their successors and assigns and the successors and assigns of the respective
26 parcels as defined in the recitals of this agreement.

10. COVENANTS RUNNING WITH THE LAND: This agreement and the

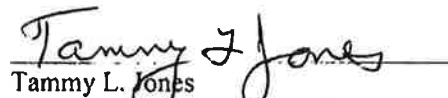
Easement shall be deemed covenants running with the land and shall inure to and be for the benefit of the parties and their respective successors and assigns.

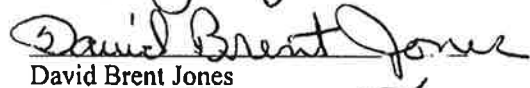
11. RELATIONSHIP OF PARTIES: The parties are not partners, joint venturers or any other relationship which may create an objection one between the other. The parties are strictly entitled to use the water and the easement as separate individuals. Neither party shall bind or purport to bind the other party for any obligations or liabilities in connection with the well easement and apparatus.

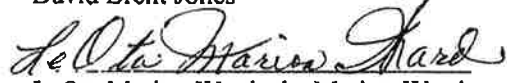
12. ENCUMBRANCE: Neither party shall encumber the well, pump, motor, or Easement without the written consent of the other party.

13. DURATION: This agreement shall continue until terminated by written agreement signed by the parties or their successors in interest of the respective parcels described in paragraphs 1.1 and 1.2.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

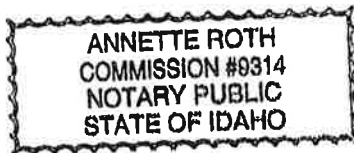

Tammy L. Jones


David Brent Jones


LeOta Marion Ward, aka Marion Ward,
aka LeOta M. Ward

1
2 STATE OF IDAHO)
3) ss
4 County of Cassia)

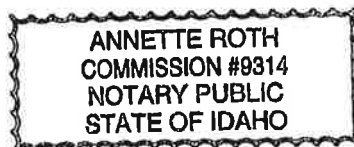
5 On this 13 day of June, in the year 2019, before me, the
6 undersigned, a Notary Public in and for said State, personally appeared **TAMMY L. JONES**,
7 known or identified to me to be the person whose name is subscribed to the within instrument and
8 acknowledged to me that she executed the same.



9 Annette Roth
Notary Public for Idaho
Residing at Rupert, ID
My commission expires on 8-4-2023

10 STATE OF IDAHO)
11) ss
12 County of Cassia)

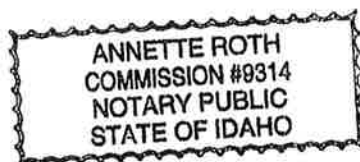
13 On this 13 day of June, in the year 2019, before me, the
14 undersigned, a Notary Public in and for said State, personally appeared **DAVID BRENT JONES**,
15 known or identified to me to be the person whose name is subscribed to the within instrument and
16 acknowledged to me that he executed the same.



17 Annette Roth
Notary Public for Idaho
Residing at Rupert, ID
My commission expires on 8-4-2023

18 STATE OF IDAHO)
19) ss
20 County of Cassia)

21 On this 13 day of June, in the year 2019, before me, the
22 undersigned, a Notary Public in and for said State, personally appeared **LEOTA MARION**
23 **WARD, aka MARION WARD, aka LEOTA M. WARD**, known or identified to me to be the
24 person whose name is subscribed to the within instrument and acknowledged to me that she
25 executed the same.



26 Annette Roth
Notary Public for Idaho
Residing at Rupert, ID
My commission expires on 8-4-2023

EXHIBIT "A"

Subservient Estate

Tract No. 1.

Beginning at the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, said corner marked by a $\frac{5}{8}$ inch rebar; thence North $89^{\circ}32'23''$ East along the north line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 41.24 feet to a $\frac{1}{2}$ inch rebar which shall be the Point of Beginning.

Thence North $89^{\circ}32'23''$ East along the north line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ for a distance of 391.07 feet to a $\frac{1}{4}$ inch rebar;

Thence South $10^{\circ}19'34''$ West for a distance of 165.45 feet to a $\frac{1}{2}$ inch rebar;

Thence North $89^{\circ}37'32''$ West for a distance of 363.06 feet to a $\frac{1}{2}$ inch rebar;

Thence North $00^{\circ}36'00''$ East for a distance of 157.27 feet to the Point of Beginning.

**DOMINANT ESTATE
EXHIBIT "B"**

**TOWNSHIP 15 SOUTH, RANGE 24 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO**

Section 22: Part of the SW¼SE¼, more particularly described as follows:

**Beginning at the South quarter corner of said Section 22 which shall be the Point of Beginning;
Thence North 80 rods;
Thence East 540 feet;
Thence South 80 rods;
Thence West 540 feet to the Point of Beginning.**

SAVE AND EXCEPT the following described tracts:

Tract No. 1:

**Beginning at the Northwest corner of the SW¼SE¼ of Section 22, said corner marked by a 5/8 inch rebar; Thence North 89°32'23" East along the north line of the SW¼SE¼ for a distance of 14.24 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 89°32'23" East along the north line of the SW¼SE¼ for a distance of 391.07 feet to a ¼ inch rebar;
Thence South 10°19'34" West for a distance of 165.45 feet to a ½ inch rebar;
Thence North 89°37'32" West for a distance of 363.06 feet to a ½ inch rebar;
Thence North 00°36'00" East for a distance of 157.27 feet to the Point of Beginning.**

Tract No. 2:

**Beginning at the South ¼ section corner of Section 22, said corner marked by a U.S. BLM iron pipe with brass cap;
Thence North 89°23'46" East along the south line of Section 22 for a distance of 535.56 feet to a ½ inch rebar; Thence North 01°28'36" West for a distance of 278.18 feet to a ½ inch rebar which shall be the Point of Beginning;
Thence North 49°49'50" West for a distance of 343.22 feet to a ½ inch rebar;
Thence North 02°18'44" East for a distance of 164.88 feet to a ½ inch rebar;
Thence North 89°23'46" East for a distance of 245.61 feet to a ½ inch rebar;
Thence South 01°28'36" East for a distance of 388.86 feet to the Point of Beginning.**