

## Shared Well Water Agreement

This agreement is made and entered into by Clayton C. Cockrell, the "supplying party" and Kristopher Munn & Ashley Munn, the "supplied party."

Cockrell is the the owner of 14.356 acres out of the E. Gee survey, Bosque County, Texas.

The undersigned parties agree it is necessary to provide a well system to service all of the properties (5 ownership tracts) out of the 117.781 Acres purchased by Donne Griffiths from Thomas Richardson recorded as instrument #2015-00002763, in the deed records of Bosque County, Texas. An agreement has been reached relative to supplying water from the well and the cost of supplying the water.

Once completed, there will be a well upon the Cockrell tract, together with water distribution facilities, hereinafter referred to as "water distribution system," for the purpose of supplying water to all properties connected to the water distribution system.

It is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of the properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties.

The well is deemed by the parties to be of adequate capacity to supply a single family dwelling on each of the parcels described above with water from the well for all domestic uses of a single family residing therein. It may also be used for the number of allowed livestock and domestic animals shown in the deed restrictions. Any other use, for instance: elaborate lawn sprinkler systems, farming, or commercial use is prohibited. Each tract owner shall provide their own water source for any use outside of domestic uses typical of a single family dwelling.

The parties make this agreement for the purpose of reducing to writing their respective rights and obligations pertaining to the well and water distribution system.

In consideration of the promises and covenants contained in this agreement, it is agreed that the well and water distribution system situated on the Cockrell Tract shall be used by the parties to this agreement as well as by all future owners and occupants of the parcels, upon the following terms and conditions:

1. Until this agreement is terminated, the parties, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the households residing thereon, are granted the right in common with the other parties to this agreement, to draw water from the well located on the property described on the Griffiths Tract for daily domestic use.
2. The owners or residents of the property described above as 5 tracts, shall pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary once the system is completed. Each respective share shall be determined by dividing the amount of each expense by five, it being understood that the supplying party and the supplied parties shall pay an amount equal to one fifth of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on the well and water distribution system.

3. Each of the parties agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
4. The consent of all parties to pay a proportionate share of costs shall be obtained before making expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the expenditures; and the arbitrator's decision shall be definitive.
5. The parties agree that the payment for energy cost shall be made upon billing of each succeeding month during the term of this agreement. In the event that any such payment remains unpaid for a period of 20 days, the supplying party may terminate the supply of the water to the supplied party until all arrearages in payment are received by the supplying party.
6. The parties shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.
7. Each of the parties to this agreement hereby grants to the other, his heirs, successors and assigns, an easement in gross over, across and through the respective parcels as shall be reasonably necessary for the construction and maintenance of the well, water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this agreement.
8. No party may install landscaping or improvements that will impair the use of the easements.
9. Each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
10. Only those parcels of real estate described in this agreement and the dwellings located thereon shall be permitted to receive water from the well and pumping equipment; and each of the parties does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
11. In the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this agreement shall cease and terminate in accordance with the terms and conditions described.
12. If another source of water becomes available, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
13. The respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination in the Official Public Records of Bosque County, Texas. Upon termination of participation in this agreement, the owner and occupant of each residence which is terminated from the agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from the well system and shall have no further obligation to pay or collect for maintenance and related

expenses incurred thereafter. The easement rights of the other parties across the terminating party shall stay in force. The costs of the disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

14. The parties shall permit periodic well water sampling and testing by a responsible authority at the request of any party.
15. The well and this agreement, if amended, shall serve no more than five single family dwelling units or a total of five parcels of land, notwithstanding the ability of the parties to make other amendments to this agreement.
16. The term of this agreement shall be perpetual, except as limited.
17. The benefits and burdens of this agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties execute this agreement to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

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