



FILL-IN SAMPLE

Shared Water Well Agreement

A branded sample showing the general structure of a two-property shared water well agreement at River Ranch on the Brazos.

SAMPLE - FOR REVIEW ONLY

This document contains blank party and property fields. It is not an executed agreement, legal advice, or a substitute for review by a qualified Texas attorney, title professional, the Architectural Review Board, or applicable governmental authorities.

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Shared Water Well Agreement

SAMPLE - ALL PARTY AND PROPERTY INFORMATION MUST BE COMPLETED

Agreement Date	_____
Current Owner / Supplying Party Legal Name	_____
Other Party / Supplied Party Legal Name	_____
Supplying Property	Lot No. _____ Acreage _____ Address _____
Supplied Property	Lot No. _____ Acreage _____ Address _____

THE STATE OF TEXAS	§	UPPER TRINITY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF _____	§	RIVER RANCH ON THE BRAZOS

Recitals

WHEREAS, _____ ("Current Owner") of property more particularly described in the Warranty deed with vendor's lien dated _____ to _____, recorded as Document No. _____ of the Official Public Records of Parker County, Texas, that includes the development known as River Ranch on the Brazos (the "Property"). The Property includes groundwater located underneath the surface of the property, of which "Current Owner" is also the legal and rightful owner.

WHEREAS, Lot No. _____ (Supplying Property), hereinafter referred to as the "supplying property", is located in the County of Parker, State of Texas, and is more fully described as follows,

WHEREAS, Lot No. _____ (Supplying Property) of the development known as River Ranch on the Brazos. Lot No. _____ (Supplying Property) is a _____-acre lot located at _____ and is identified as Lot No. _____ (Supplying Property) and described more particularly in Exhibit A. Lot No. _____ (Supplying Property) of River Ranch on the Brazos, an addition in Parker County, Texas, according to the plat thereof recorded in Cabinet F, Slide 767, of the Plat Records, Parker County, Texas.

WHEREAS, Lot No. _____ (Supplied Property), hereinafter referred to as the "supplied property," is located in the County of Parker, State of Texas, and is more fully described as follows, to wit:

WHEREAS, Lot No. _____ (Supplied Property) of the development known as River Ranch on the Brazos. Lot No. _____ (Supplied Property) is a _____-acre lot located at _____ and is identified as Lot No. _____ (Supplied Property) and described more particularly in Exhibit A. Lot No. _____ (Supplied Property) of River Ranch on the Brazos, an addition in Parker County, Texas, according to the plat thereof recorded in Cabinet F, Slide 767, of the Plat Records, Parker County, Texas.

WHEREAS, Current Owner deems it necessary to drill and operate a single water well (hereinafter the "well") to service both parcels described herein, and this Agreement will govern the purchase and sale of water from the well.

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WHEREAS, there will be located a well upon Lot No. _____ (Supplying Property) and Lot No. _____ (Supplied Property) shared boundary line, together with water distribution facilities. Hereinafter referred to as "water distribution system," for the purpose of supplying water to both properties described above, which shall both be connected to the said water distribution system.

WHEREAS, Current Owner intends to pool the groundwater rights which lay underneath the acreage of the parcels described herein and which are part of the real property rights associated with the surface estates of said parcels to meet the Upper Trinity Groundwater Conservation District's ("District's") minimum tract size requirement of two (2) acres for a well site.

WHEREAS, it is Current Owner's intention and purpose that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the above-described properties connected thereto, for the use of the occupants of said 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 connected thereto;

WHEREAS, the well to be drilled pursuant to this Agreement will not exceed a maximum designed production capacity of seventeen (17) gallons per minute because of considerations in the District's rules, which well capacity is deemed by the parties hereto to be of adequate capacity to supply each of the parcels described herein with water from the well for domestic purposes only.

WHEREAS, Current Owner shall drill the well on the supplying property and shall register such well in compliance with the requirements of District Rules 2.1, 2.2, 2.3, and 2.13, effective August 19, 2019.

WHEREAS, the purpose of this Agreement is to reduce to writing the rights and obligations of the owner of the supplying property ("supplying party") and the owner of the supplied property ("supplied party") pertaining to said well and water distribution system.

Agreement

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the nature and sufficiency of which is mutually agreed upon by the owners of Lot No. _____ (Supplying Property) and Lot No. _____ (Supplied Property) it is agreed that the well and water distribution system situated on Lot No. _____ (Supplying Property) and Lot No. _____ (Supplied Property) shared boundary line shall be used by the supplying party and the supplied party, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. Should this Agreement be terminated at any point in a manner that results in the groundwater rights associated with the well failing to meet the District's minimum tract size requirement (two acres under Rule 4.3 of the District Rules effective August 19, 2019, the well shall be plugged within ninety (90) days of termination of the Agreement.
2. Until this Agreement is terminated, as hereinafter provided, the supplying party and the supplied party, and their heirs, successors, and assigns, for the exclusive benefit of the respective parcels of real estate described herein, and for the exclusive use of the residents and guests of the residents thereon, are hereby granted the right in common with each other, to draw water from the well located on Lot No. _____ (Supplying Property) and Lot No. _____ (Supplied Property) for water use.
3. Each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective parcel.
4. The consent of both parties to pay an equal share of costs shall be obtained prior to embarking upon expenditures for well maintenance, repair, replacement or improvement, except in emergency situations. By signing this Shared Water Well Agreement, the Owners mutually agree that River Ranch on the Brazos Homeowners Association will act as arbitrator, chosen by the parties, shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

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5. The River Ranch on the Brazos Homeowners Association shall pay the cost of energy for the operation of the pumping equipment with funds determined in annual HOA fees. This cost shall be determined by a separate meter upon each dwelling and for each parcel.
6. The cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection, or testing, damaged because of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
7. Each of the parties hereby agrees that they will promptly repair, maintain, and replace all water pipes or mains serving their respective parcel.
8. Both the supplying party and the supplied party do hereby grant to the other, their heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring, and conduit consistent with the purposes of this Agreement, and as necessary so that each of the parties may have physical access to the well itself. These easements are described below, to wit:

A utility easement at the boundary between Lot No. ____ (Supplying Property) and Lot No. ____ (Supplied Property) as identified and described more particularly in Exhibit A.
9. No party may install landscaping or improvements that will interfere with or hinder the use of said easements.
10. Only those parcels of real estate hereinabove described as Lot No. ____ (Supplying Property) and Lot No. ____ (Supplied Property) shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto 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, nor shall either party to this Agreement sell water from the well to any person for any purpose nor engage in a commercial activity with or make any other use of the water other than for domestic purposes on the properties described above.
11. The respective rights and obligations of the parties shall continue and no party is allowed to terminate their participation in the Agreement without River Ranch on the Brazos Homeowners Association review and final decision. Parties must mutually agree and file a written statement of termination with the County Clerk of the County of Parker, State of Texas, and provided it to the other party to this Agreement. Upon termination of participation in this Agreement, the well located on Lot No. ____ (Supplying Property) and Lot No. ____ (Supplied Property) shall be plugged within ninety (90) days of the termination.
12. The term of this Agreement shall be perpetual, except as herein limited.
13. 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. Failing to comply with all terms and conditions in this Agreement will be considered default and may result in legal action taken against the said Lot owner in question by River Ranch on the Brazos Homeowners Association and/or the other lot owner and party involved in the Shared Water Well Agreement and could result in the right to use the shared water well being revoked.

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Execution

The parties execute this sample-form agreement only after all blanks have been completed and the final agreement has been reviewed for the applicable properties and circumstances.

EXECUTED by _____ (Supplying Party) on the ____ day of _____, 20____.

Signature: _____

Printed Name / Entity: _____

By / Title, if applicable: _____

EXECUTED by _____ (Supplied Party) on the ____ day of _____, 20____.

Signature: _____

Printed Name / Entity: _____

By / Title, if applicable: _____

In Witness Whereof

The parties and lot owners have set their hands and seals on the dates written above.

Acknowledgment

STATE OF TEXAS

COUNTY OF _____

Sworn to and subscribed before me on the ____ day of _____, 20____.

Notary Public: _____

My commission expires: _____

After Recording, Return To

Name

Address

City / State / ZIP

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Exhibit A

PROPERTY DESCRIPTIONS AND EASEMENT EXHIBIT

Attach the final legal descriptions, survey or plat exhibit, shared-boundary utility easement, and any property-specific well-location exhibit approved for the two participating properties.

Supplying Property - Lot No. _____

Attach property-specific legal description and exhibit here.

Supplied Property - Lot No. _____

Attach property-specific legal description and exhibit here.