

WHEN RECORDED MAIL TO:

**Brandon Dean Leister
PO Box 1784
Buckeye, AZ 85326**

Parcel # 504-42-005

SHARED WELL AGREEMENT

THIS AGREEMENT dated this ___ day of MAY, 2021 is given by BRANDON DEAN LEISTER, on property described as LOT A, LOT B, LOT C & LOT D, as shown on Survey recorded Book 943 Page 9 of Official Records of Maricopa County Recorder Recorded #2007-0937386.

WHEREAS the site of the WELLSITE EASEMENT is described.

AND WHEREAS, the parties hereto entered into an agreement wherein LOT A, LOT B, LOT C, LOT D have a shared right to take water from the well located at the SHARED WELL SITE upon the DEDICATED EASEMENT under the limited terms and conditions therein set forth;

AND WHEREAS, without limitation of the SHARED WELL AGREEMENT, provides 4 WELL SHARES, delineating the rights and duties under said agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT

The Grantor OF Lot A hereby grants, sells, and conveys to the Grantees of Lot B, Lot C and Lot D, EACH an undivided $\frac{1}{4}$ interest in and to the well, casing and the pump, and the right to take water from said well, now located upon real estate of the Grantor described as WELL SITE EASEMENT in Exhibit A, under the terms and conditions hereinafter set forth.

2. LIMITATIONS OF USE

This Grant is for the $\frac{1}{4}$ interest in the Shared Well Use, each to LOT A, LOT B, LOT C and LOT D, their heirs, successors, and assigns for domestic purposes only in and upon the residence and grounds of the real estate now owned by the Grantees described as LOT A, LOT B, LOT C and LOT D. See Exhibit A. Grantees shall not extend the uses of the water to any subdivision of their present property nor to adjacent properties or users without the express written consent of the 4 Shared Well Users, heirs, successors, and assigns, being first obtained.

3. SERVICE PIPELINE AND ACCESS

The Grantees shall have reasonable access for the maintenance and replacement of the existing service pipeline over and across the Grantor's property but shall restore the surface of the land to it is existing condition at the Grantee's expense immediately after any excavations for inspection or repair. The expense of connecting, storing, and maintaining Grantee's water from the well to their property is their sole responsibility.

4. JOINT EXPENSE

Well User(s) are those currently using the well. This conveyance is made upon the condition that only the Well User(s), shall bear and share equally the expenses with the operation, replacement, maintenance, and repair of the pump, well casing, holding tank, and associated pipes, valves, and equipment. Well User(s) shall pay a minimum \$10 per month or an agreeable monthly fee by the Well User(s). The monthly fee may be fixed at the cost of electricity for operation of said water system, said payment to the Grantor (Lot A). Lot A owner shall be responsible for payment to the supplier. In like fashion, only the Well User(s), shall bear and share equally in the cost of replacement of pump, casing, holding tank or pipes, and valves, and if the parties cannot agree, the decision of the Grantor shall be determinative of the need of repair, replacement, or extension.

5. DUTY AND MAINTAIN

Parties agree to keep and maintain their service piping and associated equipment in good order so that there will be no leakage or seepage therefrom, and either party shall, on demand of the other, repair his portion of the system, or the now offending party may seek specific performance of this portion of this agreement, and for his court costs, to included reasonable attorney fees.

To have and to hold the said right and easement, subject to the said conditions herein set forth and agreed.

This agreement shall be perpetual and binding. The grant and other provisions herein described shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns.

DATED BY Grantor on this the ____ day of MAY, 2021.

Brandon Dean Leister
Owner Lots A, B, C & D

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day, of _____, 2021.

Notary Public

My Commission Expires: