

When recorded return to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State, Zip: \_\_\_\_\_

**WELL OPERATION & MAINTENANCE AGREEMENT**

**Grantor(s):** \_\_\_\_\_

**Grantee(s):** \_\_\_\_\_

**DESCRIPTION OF REAL PROPERTY AFFECTED:**

Section \_\_\_\_\_, Township \_\_\_\_\_ N, Range \_\_\_\_\_ WM

**ASSESSOR'S TAX PARCEL NUMBER(S):** \_\_\_\_\_  
(parcel which contains the well)

**LEGAL DESCRIPTION OF 2ND CONNECTION (if different from above)**

Section \_\_\_\_\_, Township \_\_\_\_\_ N, Range \_\_\_\_\_ WM

**ASSESSOR'S TAX PARCEL NUMBER(S):** \_\_\_\_\_  
(parcel with second connection)

The purpose of this agreement is meant to assure specific water rights and maintenance responsibility for the current and future owners involving the two-party well connection.

**WELL MAINTENANCE (EQUIPMENT AND WELL HOUSE)**

- A. The cost of major changes in equipment, the repair and maintenance of in-place equipment, and any costs for water testing needed or recommended by county standards will be shared equally by both parties.
- B. Storage equipment (tanks, lines, etc.) will be the responsibility of both owners.
- C. The maintenance of the water lines outside of the well house serving the respective parties will be the responsibility of the landowners they serve.
- D. Electricity used for water pumping and protection of the well house from freezing will be paid by both using parties.
- E. Protection from freezing, minor leaks, inspections, and the maintenance of the well house (clean, insect free, etc.) will be taken care of by the users. When there are multiple users, the responsibility will be equally shared.
- F. The terms and conditions of this Agreement are enforceable in any court of competent jurisdiction for Jefferson County.
- G. \_\_\_\_\_
- H. \_\_\_\_\_

The overall purpose of this agreement is to ensure a safe and adequate water supply for both parties; to maintain the system in accordance with county health standards; to provide an equitable basis for sharing the water from the well and the costs of operating the well based upon usage.

**This Agreement is deemed to run with and touch upon the land described herein and shall be effective against all heirs, successors and assigns of the Grantor and Grantee.**

THE UNDERSIGNED ACKNOWLEDGES THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT AND THAT FALSE INFORMATION WILL NEGATE AND INVALIDATE THE WATER WELL OPERATION AND MAINTENANCE AGREEMENT.

Grantor

Grantee

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

Signatures are to be notarized, and the completed form must be filed with the Jefferson County Auditor.

**ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Date) (insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State  
of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

**(Seal)**

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Date) (insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
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by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State  
of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

My commission expires: \_\_\_\_\_