

# AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of January by and between Tooele County Solid Waste residing at Tooele County (hereafter referred to as the "Owner"), and Mike Zimmerman Well Service, LC, a Utah ("Contractor"). The Owner and Contractor agree as set forth herein.

## ARTICLE I

### DRILLING OF WELL FOR CULINARY USE

It is understood and agreed by both parties hereto that neither party has knowledge of exactly what will be found underneath the surface of the earth and that the work of the contractor is subject to those conditions which it may find underneath the surface, therefore;

- (a) Contractor does not guarantee the quantity, quality, or the kind of water, if any, which it may encounter, and
- (b) This Agreement shall be completed when:
  1. Sufficient water from the well to be drilled is obtained, or
  2. Owner requests drilling be stopped, or
  3. At the discretion of either party, it is believed that continued drilling operations would be impractical. At such time as the Agreement is completed, Contractor is authorized to remove its casing, materials, and equipment from the property and be entitled to quote per foot price plus \$5.00 per foot of well depth, plus abandonment materials, in lieu of the consideration set forth in Article IV, below.
  4. All operations are at the risk of the Owner, and failure to strike satisfactory water well shall in no way release Owner from full payment of contract price. Owner understands that drill cuttings and drill water are his responsibility. Care will be taken to MZWS to minimize damage to property caused by said drill cuttings and drill water.

# AGREEMENT

## ARTICLE II

Contractor agrees to commence drilling of a water well for culinary purposes on the property of Owner, said property more fully described as follows to-wit:

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Drilling will commence within (30) days from January 23rd 2024 . Contractor agrees to proceed with all work in a workmanlike manner with no undue delays. In the event Contractor is delayed beyond the (30) day period, Owner may terminate this Agreement by a written notice within seven (7) days.

## ARTICLE III

Contractor warrants that the well(s) shall be serviceably straight, round and all within generally accepted tolerances and of full size, so it allow the installation and operation of pumping equipment. The pump and other equipment purchased from and installed by Contractor are covered by Manufacturer's warranties. Contractor further agrees to furnish the State Engineer's office with the well log, as required by law.

## ARTICLE IV (PRICES LISTED ARE PER WELL)

|                    |                                  |
|--------------------|----------------------------------|
| <u>\$85 / LF</u>   | <u>DRILL 6" BOREHOLE</u>         |
| <u>\$3500 / EA</u> | <u>STATE REQUIRED GROUT SEAL</u> |
| <u>\$35 / LF</u>   | <u>INSTALL 6" STEEL CASING</u>   |
| <u>\$790 / EA</u>  | <u>6" DR DRIVE SHOE</u>          |
| <u>\$4000 / EA</u> | <u>MOBILIZATION</u>              |
| <u>\$2500 / EA</u> | <u>PERFORATE &amp; DEVELOP</u>   |
| <u>\$350 / EA</u>  | <u>6" HEAVY DUTY WT CAP</u>      |

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PRICE INCLUDES SALES TAX ON MATERIALS. PUMP AND RELATED MATERIALS NOT INCLUDED. OWNER WILL BE RESPONSIBLE FOR ANY SITE ACCESS-RELATED COSTS INCURRED BY CONTRACTOR.

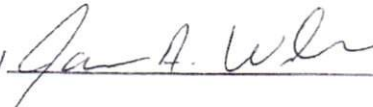
## TERMS OF PAYMENT:

Payment is due on completion of the well, unless other arrangements have been made prior to the drilling of the well. Please provide name of Financial Institution and contact person:

\_\_\_\_\_  
\_\_\_\_\_


In the event of default of the terms of payment agreed to in this contract, Owner agrees to pay any collection and/or reasonable attorney's fees. Upon default, liens shall be filed against property within 90 days from the date Contractor last performed services on the property.

\_\_\_\_\_  
\_\_\_\_\_  
Date this 7 day of February 2024

By   
Owner

## APPROVED AS TO FORM:

  
Nathan Harris  
Deputy Tooele County Attorney

By   
Mike Zimmerman  
Owner

MIKE ZIMMERMAN WELL SERVICE, LC. A Utah Limited Liability Company