

Mailed - James Lutzell
Kilmarnock, Va.

2/11/75

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THIS AGREEMENT, Made and entered into this 2nd day of December, 1974, by and between JOSEPH A. MORRIS and CORNELIA E. MORRIS, husband and wife, of Weems, Virginia, parties of the first part, and G. CURTIS JONES and SYBIL JONES, husband and wife, of Macon, Georgia, parties of the second part,

W I T N E S S E T H :

THAT, WHEREAS, the parties hereto are respectively owners of various tracts of land in close proximity to each other in White Stone Magisterial District, Lancaster County, Virginia, on or near Black Stump Creek and a Cove of that same Creek; and

WHEREAS, all parties are desirous of operating and using a deep well for the supply of artesian water to their respective properties; and

WHEREAS, the said well is now located upon a tract of land presently owned by the parties of the first part, and is more particularly bounded and described as follows, to-wit:

That parcel of land containing two hundred fifty square feet, being located by a line from the centerline of the ditch that borders the road along the property line of the parties of the first part hereto, and extending twenty-five feet perpendicular to said ditch and road onto the property of the parties of the first part, through the center of the aforesaid well; from the center of said well, perpendicular to the aforesaid line, five feet to each side.

NOW, THEREFORE, in consideration of the premises, and of mutual covenants, promises and agreements herein contained, the parties hereto, their successors and assigns, mutually covenant, promise and agree as follows:

(1) The parties hereto have constructed or caused to

be constructed, on the above described premises, a deep well for the supply of artesian water, which is or will be equipped with all necessary plumbing and pumping equipment, storage and pressure tanks, and other appurtenances requisite for furnishing a residential type supply of artesian water, exclusive, however, of any pipelines leading from said well, its pressure and storage system and appurtenances, to any point outside the property described whereon said well is located.

(2) Said parties hereto, mutually, covenant, promise and agree that to the extent the same has not already been done, they will, forthwith, or as soon as such work is completed, contribute moneys to the cost thereof, to the end that the said parties of the first part and said parties of the second part shall each have borne an equal share in the entire cost of the construction of said well and requisite appurtenant equipment.

(3) The parties of the first part hereby grant unto the parties of the second part, and to the successors and assigns of the parties hereto, a perpetual easement, profit and right, appurtenant to the respective lands served by said well and equipment of the parties hereto, and their successors and assigns, to construct, maintain, repair, reconstruct and operate such deep well, successor well, and appurtenant equipment upon the above described premises. Said easement shall include the right to lay pipe onto the herein described property, to connect the said well, its appurtenant equipment and supply of water, with the properties of the parties hereto, their successors and assigns.

(4) The owner or owners of any lands adjoining the property herein described, or the successors and assigns

of the respective parties to this agreement, be they successors and assigns in whole or in part, may become additional parties to this agreement by executing a statement reciting that they do become such additional parties, subject to all terms and conditions of this agreement. Such statement shall be in form suitable for recordation in the land records of Lancaster County, Virginia, and shall be prepared, executed and recorded at the cost of such additional party having the right to enter herein.

(5) The costs of installing piping for carrying such water as may be drawn from the well and its appurtenant equipment to the property or dwelling of each party to this agreement, shall be borne by each such party, who shall likewise bear the cost of the maintenance of such piping, and all replacement and repair necessary thereto. All parties hereto shall install upon their premises a service shut-off valve to control the flow of water to their respective properties or dwellings.

(6) The cost of the operation, maintenance and repair, including replacement and additions to the aforesaid deep well and its appurtenant equipment, to include taxes levied upon the above described property, shall be borne in equal shares by the parties, whether original or additional, to this agreement.

(a) Such costs may be met by assessment upon the parties, or the several parties may by agreement establish a regular water rent to be paid into a common fund for such purposes.

(b) The said parties entitled to take water under this agreement may, at any time, or from time to time, appoint one or more persons to act as manager or managers of

said operation. Such manager or managers shall be charged with the duties of operating, maintaining and repairing of said well and equipment, and assuring its good working order, payment of any ad valorem taxes levied upon the well and appurtenant equipment, payment of any utility charges arising from operation of said well and its appurtenant equipment, and to hold and expend operating funds provided by the parties hereto to those ends. Provided, however, that the parties whether original or additional to this agreement shall have no obligation to pay a share of the cost of operation, maintenance and repair under this Paragraph #6 until said parties shall connect to the above described well and begin to take water therefrom.

(7) Subject to the terms and conditions of this agreement, all original parties are granted the right to connect to said well and appurtenant equipment, and to take and use water for normal, household, residential purposes. Such additional parties as may execute this agreement, shall not take water from the well and appurtenant equipment aforesaid until their proportionate share of the original cost of the well and appurtenant equipment shall have been paid to the then existing parties, or alternatively until suitable arrangements for such payment have been made as may be acceptable to the then existing parties.

(8) The parties hereto, be they original or additional covenant the following:

(a) They will promptly pay all assessments or water rents established under this agreement. Upon the failure of any party hereto to comply with the terms of this provision, sixty days after notice of such assessment, or after the date when payment of water rent be due, whichever shall occur first, all water service to such breaching party may be forthwith suspended. Water service shall not be resumed until such default be fully corrected.

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VIRGINIA 22482

(b) That they will make prompt repair of any leakage and breakage in the pipelines leading from said well and appurtenant equipment to their respective properties or dwellings, as soon as such leakage or breakage is made known. In the event of leakage or breakage, water service may be suspended forthwith, if necessary to conserve water for remaining parties.

(c) That they will make prompt repair of any defect or malfunction in plumbing fixtures, equipment or devices as may be in or about their respective dwellings or properties, as soon as such defect or malfunction is known.

(d) That the water supplied and taken under this agreement shall be used only for normal household, residential purposes, and will not be used for such extraordinary purposes as extensive or farmtype irrigation, swimming or large ornamental pools, etc.

(e) That the water supplied and taken under this agreement shall at no time be transferred to any person or property not specifically and expressly bound by this Agreement.

(9) Should the property described herein be abandoned by all parties to this Agreement, be they original or additional, for the purpose of supplying water, for a continuous period of five years, this Agreement shall terminate, and be null and void.

(10). In the event any party hereto desires to terminate his right to take water under the terms and conditions of this Agreement, such party may terminate his participation provided he has given to the manager of operations, or to all parties hereto, at least thirty days notice prior to the end

of any calendar month, and further provided that within such thirty days period he completely disconnect all water outlets upon his property from said well and appurtenant equipment.

A party desiring termination shall be liable to no further assessments or payments of water rents arising after expiration of the thirty day period. The election by a party to terminate his rights and duties hereunder shall not prejudice his rights to reenter at any time subsequent to termination as an additional party. Furthermore, termination by any party shall not prejudice the right of the successors and assigns of such party to enter this Agreement as an additional party.

(11) Whenever an additional party is admitted to this Agreement, such additional party shall pro-rata reimburse the parties hereto who have theretofore borne the original costs of the Well and appurtenant equipment. Such pro-rata reimbursement shall be paid in full to either the parties of the first part, their heirs, successors, or assigns or the parties of the second part, their heirs, successors, or assigns depending upon and limited to those from whom the said additional party purchased his property. Provided, further such right to reimbursement shall terminate upon the giving of notice by any party hereto of his intention to terminate his participation hereunder, subject to the terms of the preceding Paragraph 10.

(12) Each party hereto, whether original or additional hereby irrevocably constitutes and appoints every other party hereto whether original or additional, jointly and severally as such party's true and lawful attorney in fact, with full power given to such attorneys in fact or to any one of them to institute and prosecute such proceedings as may be available at law for the collection of assessments or water rents due by such parties under the terms of this Agreement

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and unpaid, such attorney or attorneys in fact to act for the
benefit of all the parties hereto.

(13) The rights of all parties under this Agreement, whether original or additional, shall be construed to be held by such parties by the same tenure as they shall hold the land served by such water supply hereunder, and such rights shall be deemed appurtenant to such land, and shall pass and be transferred and conveyed as an appurtenance to such lands, and the successors in title to such operating parties shall be deemed to have assumed all of the obligations of such operating parties hereunder and to have acquired all the rights and privileges conferred upon such parties hereby.

(14) The costs of the preparation and recording of this instrument shall be borne by the parties of the second part hereto, and shall be considered a portion of the original investment in said well and its appurtenant equipment.

IN WITNESS WHEREOF, the parties hereto have respectively set their hands and affixed their seals.

Joseph W. Morris (SEAL)

Charles E. Morris (SEAL)

[Signature] (SEAL)

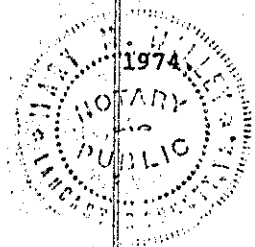
Sybil James (SEAL)

STATE OF VIRGINIA

COUNTY OF LANCASTER, to-wit:

I, Mary M. Willey, a Notary Public in and for the County and State aforesaid, whose commission expires on the 3rd day of November, 1975, do hereby certify that JOSEPH A. MORRIS and CORNELIA E. MORRIS, husband and wife, whose names are signed to the foregoing writing bearing date the 2nd day of December, 1974, have this day acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand this 2nd day of December,



Mary M. Willey
Notary Public

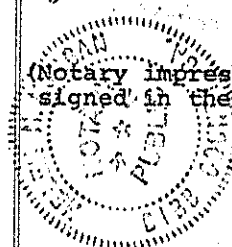
STATE OF Georgia

COUNTY OF Belt, to-wit:

I, Nelson M. Morgan, a Notary Public in and for the County and State aforesaid, whose commission expires on the 11th day of March, 1978, do hereby certify that G. CURTIS JONES and SYBIL JONES, husband and wife, whose names are signed to the foregoing writing bearing date the 1st day of January, 1975, have this day acknowledged the same before me in my County and State aforesaid.

GIVEN under my hand and notarial seal this 1st day of January, 1975.

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KILMARNOCK
VIRGINIA 22482



Nelson M. Morgan
Notary Public
Georgia, to-wit:

(Notary impress seal if not signed in the State of Va.)

In the Clerk's Office of the Circuit Court of Lancaster County, the 3rd day of Feb. 1975 the foregoing writing was presented on Feb. 5, 1975 In State Tax \$.05 County Tax paid was admitted to record at 4:15 o'clock P. M.

Teste: Rebecca N. Lewis Clerk-Dep. Clerk.