

THIS WELL AGREEMENT, made and entered into this 30th day of December, 1992, by and between Dan T. Brown and Sheila A. Brown, husband and wife, Grantor, party of the first part, and W. Jeffrey Brown and Sheila S. Brown, husband and wife, Grantee, party of the second part, whose address is Rt. 1, Box 1851, Kilmarnock, Virginia 22482.

WITNESSETH:

WHEREAS, the party of the first part is the owner of that certain lot or parcel of land being situate in the Wicomico Magisterial District of Northumberland County, Virginia, designated as Lot 2 on plat of Charles R. Pruett, C.L.S., dated June 18, 1992, a copy of which is attached hereto and made a part of this agreement.

WHEREAS, the party of the second part is the owner of that certain lot or parcel adjoining the above described Lot 2, designated as Lot 3 on the plat of Charles R. Pruett, C.L.S., dated July 30, 1992, a copy of which is hereto attached and made a part of this agreement.

WHEREAS, there is presently located on Lot 2 a well as shown on the above described plat of Charles R. Pruett, C.L.S., dated June 18, 1992, which presently supplies the domestic water for the dwellings located on Lots 2 and 3; and,

WHEREAS, the parties hereto desire that they, their successors and assigns shall have equal access, rights and obligations as to the aforesaid well and water lines, their repair, maintenance and costs of operation.

NOW, THEREFORE, for an in consideration of the mutual benefits to accrue to the parties hereto, and the mutual covenants contained herein, the parties hereby agree as follows:

1. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the party of the first part, the said party of the first part does hereby grant and convey unto the parties of the second part, their successors and assigns, subject to the conditions and reservations contained herein, the non-exclusive right to take water from the well shown and described on plat of Charles R. Pruett, C.L.S., dated June 18, 1992, together with an easement on, over, under and across Lot 2 ten (10) feet in width, for the purpose of installing, repairing, maintaining and replacing water lines to said well.

2. Each party shall be responsible for the water liens running from the well to said party's dwelling. The parties of the second part shall be equally responsible for the underground line from the well to the edge of Lot 2 as it now runs.

3. The parties hereto agree for themselves, their heirs, successors and assigns to maintain that portion of the water system and water lines that are their sole or joint responsibility so that there will be no leakage, damage, or other effect that may cause injury to the other parties hereto.

4. None of the parties, their heirs, successor or assigns, shall be held responsible as to the amount, quality, and/or potability of the water taken from said well in the absence of negligence or intentional wrongdoing, but the parties shall only be responsible for their pro rata share to correct such deficiencies.

It is expressly understood and agreed by and between the parties hereto that the obligation of the party of the first part, his heirs, successors and assigns to furnish water service hereunder is limited to the capacity, quantity, and quality of water that the party of the first part shall have available from the well and water system. The party of the first part, his heirs, successors and assigns shall be responsible only to make available to the parties of the second part, their heirs, successors and assigns such water at such pressure and of such quality as may be available at the point of delivery from time to time as a result of the normal operation of the water distribution system proposed hereunder.

The parties of the second part, for themselves, their heirs, successors and assigns, expressly agree not to assert any claim hereunder against the party of the first part, his heirs, successors and assigns for any loss or damage which may result from the inadequacy, quality or nonavailability of water, as to pressure, quality and quantity from the water system.

Further, the parties of the second part, for themselves, their heirs, successors and assigns, invitees, licensees, and all other persons claiming by or through the parties of the second and third parts, their heirs, successors and assigns do hereby agree to indemnify, defend and save harmless the party of the first part, his heirs, successors and assigns for any claims arising from the use of said water system.

5. All parties using the well shall be informed of the need for repairs prior to having the repairs made. In the event any of the parties cannot be contacted or in the event

that the contacted parties do not respond within a twenty-four (24) hour period, the remaining parties may have the well and water system repaired, with the cost of such repair paid on an equal pro rata basis by the parties connected to the system.

6. This agreement shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. All rights, obligations, and easements contained herein shall run with the land and be appurtenant thereto.

WITNESS the following signatures and seals.

Dan T. Brown (SEAL)
DAN T. BROWN

Shelia A. Brown (SEAL)
SHELIA A. BROWN

W. Jeffrey Brown (SEAL)
W. JEFFREY BROWN

Shelia B. Brown (SEAL)
SHELIA B. BROWN

STATE OF VIRGINIA
COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this
5th day of January, 1993 by Dan T. Brown.

Cynthia M. Lee
Notary Public

My Commission expires: 10/31/95.



STATE OF VIRGINIA
COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this
5th day of January, 1993 Shelia A. Brown.

Cynthia M. de
Notary Public

My Commission expires: 10/31/95.



STATE OF VIRGINIA
COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this
5th day of January, 1993 by W. Jeffrey Brown.

Cynthia M. de
Notary Public

My Commission expires: 10/31/95.



STATE OF VIRGINIA
COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this
5th day of January, 1993 by Shelia B. Brown.

Cynthia M. de
Notary Public

My Commission expires: 10/31/95.



VIRGINIA:

In the Clerk's Office of the Circuit Court of
Northumberland County, January 15, 1993 the foregoing instrument
was this day presented and with certificate annexed, admitted to
record at 12:10 P. M. after payment of \$.15 State Tax, \$.05 Local
Tax and \$-0- Tax imposed by Sec. 58-54.1. Plats attached.

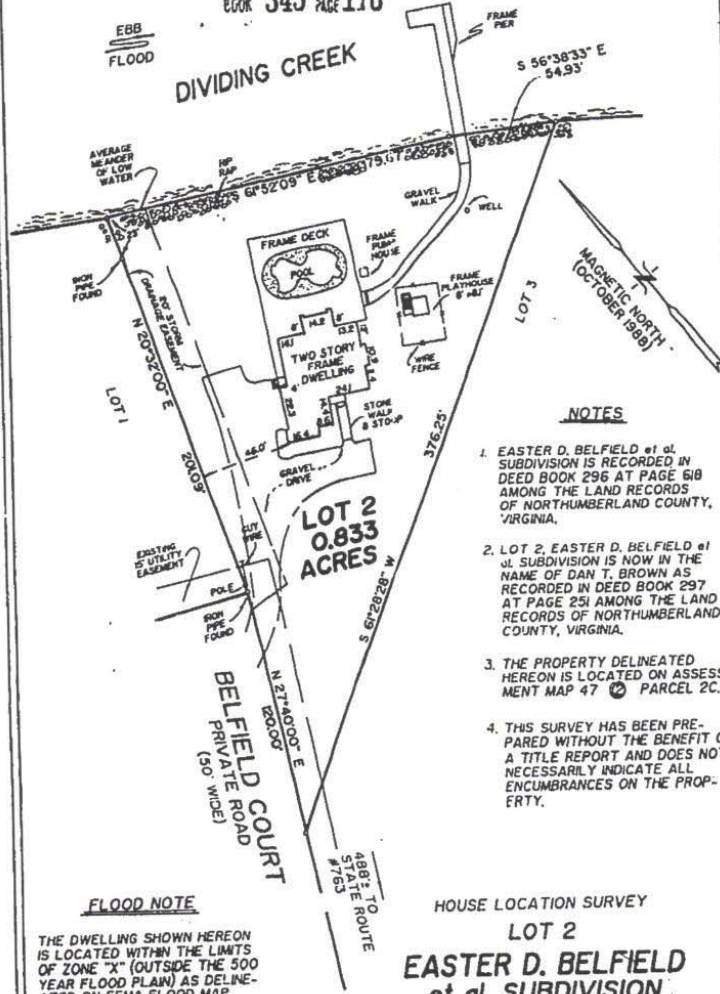
TESTE: John Thomas, Jr., CLERK

JOB NO. NC-332

BOOK 345 PAGE 116

EBB
FLOOD

DIVIDING CREEK



NOTES

1. EASTER D. BELFIELD et al. SUBDIVISION IS RECORDED IN DEED BOOK 296 AT PAGE 618 AMONG THE LAND RECORDS OF NORTHUMBERLAND COUNTY, VIRGINIA.
2. LOT 2, EASTER D. BELFIELD et al. SUBDIVISION IS NOW IN THE NAME OF DAN T. BROWN AS RECORDED IN DEED BOOK 297 AT PAGE 251 AMONG THE LAND RECORDS OF NORTHUMBERLAND COUNTY, VIRGINIA.
3. THE PROPERTY DELINEATED HEREON IS LOCATED ON ASSESSMENT MAP 47 PARCEL 2C.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

FLOOD NOTE

THE DWELLING SHOWN HEREON IS LOCATED WITHIN THE LIMITS OF ZONE "X" (OUTSIDE THE 500 YEAR FLOOD PLAIN) AS DELINEATED ON FEMA FLOOD MAP (COMMUNITY PANEL NO. 51017 00526) EFFECTIVE DATE OF JULY 4, 1989.

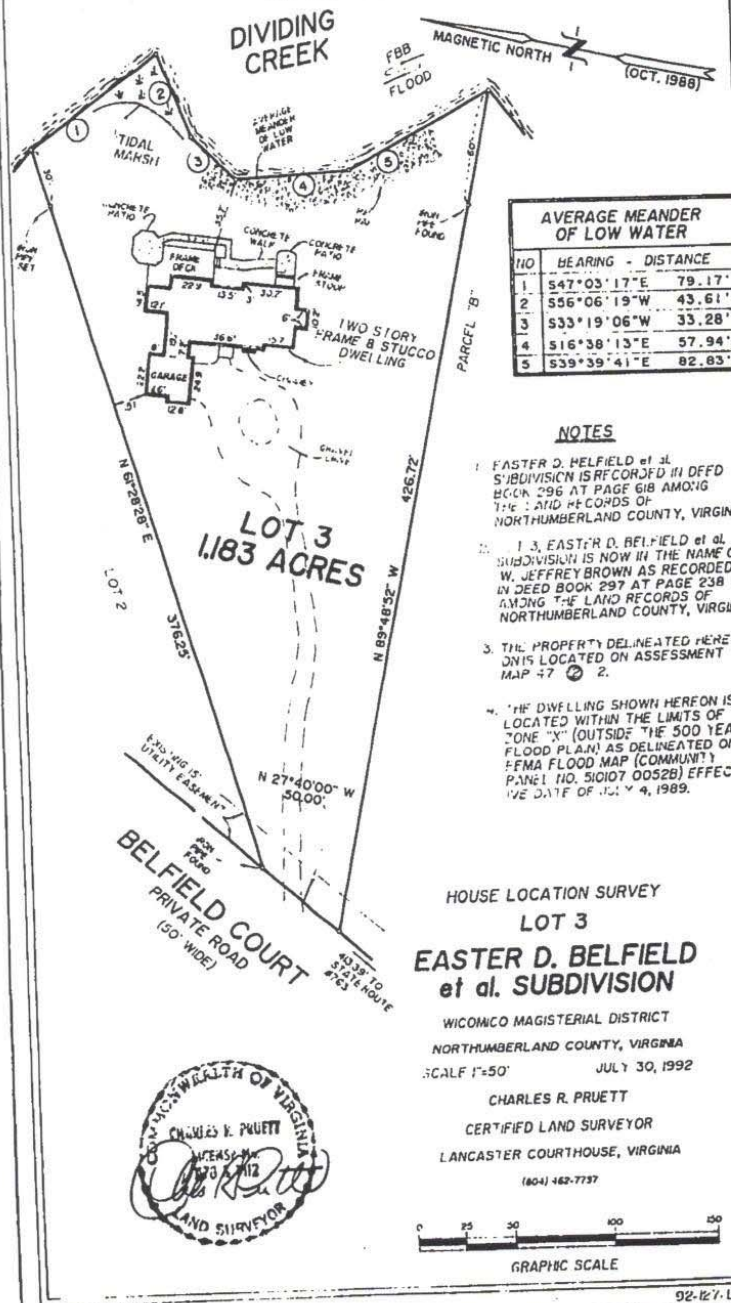
HOUSE LOCATION SURVEY
LOT 2
**EASTER D. BELFIELD
et al. SUBDIVISION**

WICOMICO MAGISTERIAL DISTRICT
NORTHUMBERLAND COUNTY, VIRGINIA

SCALE 1"=50' JUNE 10, 1992

CHARLES R. PRUETT
CERTIFIED LAND SURVEYOR
LANCASTER COURTHOUSE, VIRGINIA
(804) 468-7797



AVERAGE MEANDER
OF LOW WATER

NO	BEARING - DISTANCE
1	S47°03'17"E 79.17'
2	S56°06'19"W 43.61'
3	S33°19'06"W 33.28'
4	S16°38'13"E 57.94'
5	S39°39'41"E 82.83'

NOTES

1. EASTER D. BELFIELD et al. SUBDIVISION IS RECORDED IN DEED BOOK 296 AT PAGE 618 AMONG THE RECORDS OF NORTHUMBERLAND COUNTY, VIRGINIA.
2. 1/3, EASTER D. BELFIELD et al. SUBDIVISION IS NOW IN THE NAME OF W. JEFFREY BROWN AS RECORDED IN DEED BOOK 297 AT PAGE 238 AMONG THE LAND RECORDS OF NORTHUMBERLAND COUNTY, VIRGINIA.
3. THE PROPERTY DELINEATED HEREON IS LOCATED ON ASSESSMENT MAP 47-2.
4. THE DWELLING SHOWN HEREON IS LOCATED WITHIN THE LIMITS OF "ZONE X" (OUTSIDE THE 500 YEAR FLOOD PLAIN) AS DELINEATED ON FEMA FLOOD MAP (COMMUNITY PANEL NO. 510107 00528) EFFECTIVE DATE OF JULY 4, 1989.