

*After recording return to:  
Cary D. Cox  
P.O. Box 748  
Blairsville, GA 30514*

STATE OF GEORGIA  
COUNTY OF UNION

### AGREEMENT

This agreement made this 15th day of July, 2000, by Young Cane, LLC, hereafter referred to as Developers, and Appalachian Water, Inc., hereinafter referred to as Appalachian Water.

#### WITNESSETH:

WHEREAS, the Developers/Sellers are owners of the subdivision known as HAWKS CLAW ESTATES SUBDIVISION, lying and being in the 8th District, 1st Section, Land Lots 21 & 22 of Union County, Georgia, and being more particularly described as Lots Numbered 1 through 29 inclusive, also Tracts 5 & 6 and the Out-Parcel, as shown on a plat of survey prepared by Rochester & Associates, Inc., RS #2653, dated 4/13/98, last revised 6/22/00, said plat being recorded in Plat Book 46, Page 64, of the Union County Records, and being incorporated herein by reference; and being part of that land conveyed to Young Cane, LLC, by warranty deed recorded in Deed Book 289, Page 39 and in Deed Book 309, Pages 676-677 of the Union County Records. Should any Lot or Parcel Owner not wish to be a part of this Agreement, the party or parties will be responsible for contracting for a private well.

WHEREAS, the Developers have caused to be installed water wells for purposes of distributing water to the lots in the above described subdivision;

WHEREAS, the Developers desire to have Appalachian Water maintain and accept responsibility for providing water to the lots in said subdivision and Appalachian Water wishes to contractually obligate itself to maintain and provide water to said subdivision;

NOW THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each, the parties do hereby agree as follows:

1.

Developers, their assigns and their transferees shall agree to grant an express easement to Appalachian Water to go on or about the subdivision as is necessary to service the well systems or water lines now or hereafter installed on the individual lots.

2.

Appalachian Water shall agree to maintain and ensure water is provided to all lots in a sufficient quantity for normal household use (not to exceed 4000 gallons per month). For every 1000 gallons over the monthly amount Appalachian Water shall charge an additional \$2.50. Appalachian Water further agrees that should there be problems with the well systems now in

place it will drill additional wells at its expense to insure water is provided to each lot.

3.

Developers have deeded to Appalachian Water, Inc. the respective land and wells presently in place so Appalachian Water, Inc. owns said water wells.

4.

There shall be a yearly assessment for Appalachian Water providing water and maintaining the wells. The assessment shall be at a cost of \$250.00 annually. The annual assessment shall include the costs of maintaining or drilling new wells and providing water, and remain constant for ten (10) years at which time the annualized rate may be increased at not more than the Consumer Price Index. For Appalachian Water to increase the rates charged for water service each and every lot owner shall be given at least 30 days written notice prior to said increase. The cost of hooking up to the system shall be negotiated between Appalachian Water and each individual lot owner. Developer shall not pay any annual fee for his ownership of property in the subdivision unless Developer causes a hook-up and meter to be installed.

5.

Individual lot owners agree to be responsible for any filtration to be used on their respective property and further agree that each property owner shall install a backflow prevention in their water line between where their line hooks to the meter and enters the house. All lot owners shall be responsible for their individual water lines from the point where it hooks to the main water line to their house. At closing of lots in Hawks Claw Road Subdivision, buyers will be made aware of their responsibility for paying the annual assessment, costs of hook up, requirement of back-flow prevention and any filtration requirements.

6.

Developers agree that Appalachian Water shall have the right to terminate service to any lot that either negligently impairs the water system, in the discretion of the Developers or Appalachian Water and to terminate service for lot owner's failure to pay assessment fees.

7.

Appalachian Water shall be responsible for reading meters to monitor gallons used.

8.

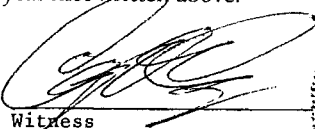
Appalachian Water will maintain its State licenses as a provider of water in public water systems and agrees to maintain the water to DNR or EPD standards, and further agrees to comply with all State laws as they may apply to the maintenance of said water system to ensure

proper water quality.

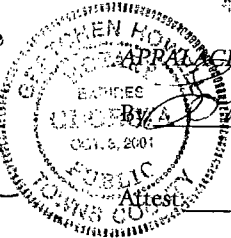
9.

Appalachian Water warrants to Developers that the water well system is constructed in good workmanlike manner in accordance with generally accepted engineering practice and that it is presently adequate for furnishing water for the property owners. Appalachian Water understands that the water system, as development proceeds, may require additional water lines. The expense of additional water lines shall be borne by Developers. Appalachian Water agrees to install said system/water lines and maintain them in accord with the above stated agreement and continue to maintain it so water meets quality standards as provided by the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

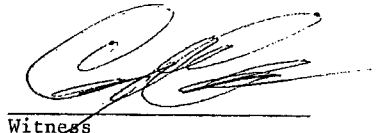
  
Witness

Gretchen Howell  
Notary public



APPALACHIAN WATER, INC.

[Signature]  
Attest:

  
Witness

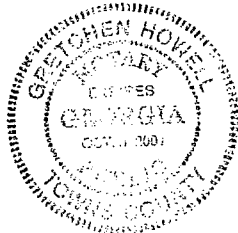
Gretchen Howell  
Notary public

My commission expires:

YOUNG CANE, LLC

By: [Signature]

Attest: [Signature]



UNION COUNTY, GEORGIA	
Filed	July 21st, 2000
at	4:00 P. M.
Recorded	July 21st, 2000
<u>Austin Conley</u>	C.S.C.