

Upon Recording, Return To: R. John Boemanns, PC., PO Box 2659, Blairsville, GA 30512

STATE OF GEORGIA, COUNTY OF UNION

**WATER AGREEMENT**

This agreement entered between the undersigned, this 12<sup>th</sup> day of September, 2008;

WHEREAS, E. R. Melinda Combs and Jimmy Combs are the owners of the following described property:

All that tract or parcel of land lying and being in 16<sup>th</sup> District, 1<sup>st</sup> Section, Land Lot 85 of Union County, Georgia and being Tract 2 containing 3.21 acres, more or less, and Tract 4, containing 3.20 acres more or less, as shown on a plat of survey by Blairsville Surveying Co., dated August 16, 2006, and recorded in Union County Records in Plat Book 59, Page 61. Said plat is incorporated herein, by reference hereto, for a full and complete description of the above described property.

and a Well is located on the boundary line between the two tracts of property and both share 1/2 ownership interest in the Well;

and, whereas the undersigned desire to enter into this agreement for the operation and maintenance of the Well;

NOW THEREFORE the parties agree as follows:

1.

The owners shall be responsible for 1/2 of the cost of any maintenance or repair of the Well; and that any lines running from the Well to the properties are the responsibility of each tract's owner;

2.

The parties agree that the owner of Tract 2 shall pay to the owner of Tract 4 the sum of \$10.00 a month for electricity to run the Well, and it shall be payable in one lump sum yearly due the 2<sup>nd</sup> of January each year. Parties agree that the fee shall be for a normal one residence usage and that any future installation of any buildings, pools or ponds that uses water occur, the fee will be re-negotiated before any construction is started. It is the parties intention that the water pressure remain substantially the same as of the date of this agreement. It is further agreed that upon owner obtaining water from any other source they may elect to be released from this agreement and payment.

3.

It is further agreed in an emergency and absent availability of Owner of Tract 4, Owner of Tract 2 shall have consent to:

- a) Contact Hampton Well Drilling for service to the Well.
- b) Contact Blue Ridge Mtn EMC for electricity to the Well.
- c) Contact an electrician should an electrical problem not covered by EMC result in non-operation of Well.

4.

It is further agreed that water to Tract 2 or electrical service to the well cannot be terminated by the owner of Tract 4, or any future owners of Tract 4, for any unreasonable and/or unjustified reason.

5.

The parties agree that this agreements shall run with the land and shall bind any heirs, successors and/or assigns of Tracts 2 and 4.

In witness whereof, the parties have hereunder set their hand and seals.

Witness

E. R. Melinda Combs (Owner - Tract 2)

Notary Public

Jimmy Combs - (Owner - Tract 4)



UNION COUNTY, GEORGIA

FILED & RECORDED September 19  
2008 AT 11:45 A.M.  
RECORDED IN BOOK 774 PAGE 713

Allen Corley s.c.c.

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