

Water

STATE OF GEORGIA
COUNTY OF UNION

AGREEMENT

The undersigned parties, Scenic Arkaquah, LLC by and through its members Dean Wimpey and Marlene Wimpey, and Byers Well Drilling, Inc. hereby agree the amount of \$16,383.72 is due and payable to Byers Well Drilling, Inc. for work done on the Cheyenne Meadows Subdivision located in Land Lots 90 and 91, 16th District of Union County. The above amount includes all costs of capping the well serving the house located on Lot #32. The parties agree that Byers Well Drilling shall be paid \$2,000.00 from each closing of lots until the above amount is paid in full. Byers Well Drilling shall agree to accept the terms of payment agree in lieu of filing a lien or the like. This Agreement shall be binding on all the undersigned parties heirs and assigns.

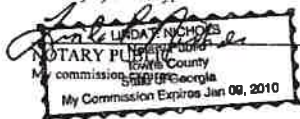
WITNESS our hands and seals this 22nd day of January, 2010.

Scenic Arkaquah, LLC

By: Marlene Wimpey
Marlene Wimpey, Member
Dean Wimpey
Dean Wimpey, Member

Mindy M Roebuck
WITNESS

Sworn to and subscribed before me this
22nd day of January, 2010.

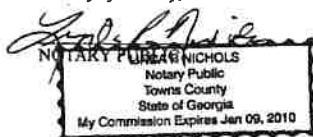


Byers Well Drilling, Inc.

By: Lon Dillard
Lon Dillard, President
Tracy Dillard
Tracy Dillard, Secretary

Mindy M Roebuck
WITNESS

Sworn to and subscribed before me this
22nd day of January, 2010.



Seal Affixed

UNION COUNTY, GEORGIA
FILED & RECORDED January 26,
2010 AT 12:15 P.M.
RECORDED IN BOOK 824 PAGE 525
Judy L. Odom
SUPERIOR COURT CLERK

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Water
Agreement

RETURN RECORDED DOCUMENT TO:

Community Systems, Inc.
P.O. Box 580
Blairsville, GA 30514-0580

16th District, 1st Section
Land Lot 90291

STATE OF GEORGIA
COUNTY OF UNION

**WATER SERVICE PROVISION AND SYSTEM
MAINTENANCE AND REPAIR AGREEMENT AND
EASEMENT**

THIS AGREEMENT, Made this 22nd day of January, in the year of our Lord Two Thousand and Ten between Scenic Arkaquah, LLC (hereinafter referred to collectively as the "User"), and Community Systems, Inc. (hereinafter referred to as "Provider").

WITNESSETH

WHEREAS, the User possesses Ownership of a Water System serving the following lands, described as:

All that tract or parcel of land lying and being in Land Lot No. 90291 of the 16th District, 1st Section of Union County, Georgia, containing 38.24 acres of land, and being Cheyenne Meadows Subdivision as shown on plat of survey for Cheyenne Meadows Subdivision, dated 3/20/09, prepared by LandTech Services, Inc., James L. Alexander, G.R.L.S. # 2655, and recorded in Plat Book 61, Page 81-85 Union County Deed Records. Said plat of survey is incorporated herein by reference for a more complete and accurate legal description of the above-described property.

WHEREAS, the User, as well as its successors, heirs and assigns (including but not limited to eventual lot owners, their heirs and assigns of lots in the above-described property) desires to have Provider accept ownership of, maintain, and accept full responsibility for the water system and for providing water to only the lots in the above-described property, and Provider wishes to contractually obligate itself to maintain and provide water to the above-described property. There will be no additional lots added to this well;

NOW, THEREFORE, the parties do hereby agree as follows:

ITEM 1. Definitions

As used herein, "Water System" means the well(s), piping, pumps, any pressure system tank(s), pump house(s), and entire water distribution system from the primary well(s) to each individual lot. User covenants and agrees for itself, its heirs, successors and assigns that water will be obtained only from the Water System, and from no other source.

"User" shall mean lot owners of Cheyenne Meadows Subdivision, their successors and assigns.

"Provider" shall mean Community Systems, Inc., its successors and assigns.

"Lot Owner" shall mean owners of Lots or Tracts in the above-described property, but shall not include User, its Successors and other assigns.

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ITEM 2. Express Easement

The User does hereby grant to Provider, its successors and assigns a permanent and perpetual easement for ingress and egress over and across its properties. Said easement shall be used for the purpose of maintaining the Water System, and shall include the ability to access surface and sub-surface areas necessary to maintain, replace, upgrade, and add additional system components or repair said Water System. In the event this contract terminates or is discontinued in any manner, any subsequent Provider shall have the same easement for similar purposes.

ITEM 3. Scope of Work and Responsibility

Provider agrees to maintain and ensure that water is provided to all lots in a sufficient quantity and quality for normal household use. Provider further agrees that should there be problems with the well system, well pumping equipment, and distribution lines, it will repair or replace any such failed or defective equipment at its expense. In addition, Provider agrees to pay all utility costs associated with the operation and maintenance of this water system. Provider will maintain its state licenses as a provider of water systems, 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. The Lot Owners agree to be responsible for any filtration to be used on their respective properties and further agree that each Lot Owner shall install an approved back-flow prevention device in their water line immediately after their meter.

Each Lot Owner shall be responsible for all costs associated with their individual water lines from the point where said water lines hook to the main water line and the Lot Owner's dwelling.

ITEM 4. Period of Performance

The term of this agreement is perpetual, and shall be non-terminable by either party with the exception that should Provider fail to provide adequate/standard pressure and/or quality of water, full ownership of the water system shall revert to the homeowners' association or a group of owners formed for the purpose of administering the water system. Determination of inadequate / non-standard pressure and/or inadequate quality of water shall be made by an unbiased person with adequate qualifications in Georgia, whom is selected by mutual agreement of provider and user.

Upon sale of the last lot in the above-described property owned by User, all references in this contract shall change to any Homeowners' Association formed by the User or, shall it not form such a Homeowners' Association, to an association formed by the Lot Owners.

ITEM 5. Payment

Each individual Lot Owner who is connected to the water system agrees to be individually responsible for an annual fee of \$ 540.00 (\$45.00 per month) as compensation to Provider for maintaining and providing water to the Lot Owners, as well as a monthly fee of \$4.00 per thousand gallons of water (rounded up to the nearest thousand) used over four thousand gallons per month. Each subsequent year's fee shall be billed to the Lot Owner directly by Provider, payment for same to be due on or before January 1st of each year (additional monthly usage fees for excess water usage, as above, to be billed as determined by Provider). Individual Lot Owners or those who subsequently connect to the water system shall be responsible for payment of the entire annual fee in effect for the year of connection, said fee to be prorated. Payment shall be made to Provider within 10 days of connection to the water system. Said fees may increase annually (with (30) thirty days notice to each Lot Owner). Increase will be backed by adequate reason, provided upon request to Lot Owners. Increases will reflect added costs of operating the water system to standards set by EPD.

Provider shall have the sole right to change its billing structure to a monthly or quarterly billing system.

Each Lot Owner shall pay a fee of \$1,500.00 as a hook-on fee upon connection of the Lot Owner's individual water line to the water system (fee due to Provider).

No fees shall apply to User in its development or construction in the project.

ITEM 6. Termination of Water Service

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Provider shall have the right to terminate service to any Lot Owner that either negligently impairs the water system or fails to pay the annual and/or monthly service fees. Prior to termination of such service by Provider, Provider shall provide the Lot Owner with 30 days notification prior to termination of service. Should a Lot Owner's actions jeopardize the quality of water or the integrity of the water system, that Lot Owner's service shall be immediately terminated by Provider until such time as the impact to service is remedied by the Lot Owner. To reconnect to the Water System, all past due fees shall be paid as well as a \$500.00 reconnect fee.

ITEM 7. Warranty

Provider warrants the User's water system will be maintained in good working condition at all times to ensure uninterrupted water service and that the water quality provided shall meet the quality standards as provided by the State of Georgia and Union County. Upon detection of a system failure by Provider, or notification of a problem or failure by any Lot Owner, or any other party, Provider shall make a reasonable effort to correct such system failure or problem as soon as possible to minimize interruption of system service, but in no event later than 24 hours from time of such notification.

ITEM 8. Indemnification

In the event Provider, its employees, agents or subcontractors at any tier are on or about property occupied by or under the control of the Lot Owners, Provider shall defend, indemnify, and hold harmless the Lot Owners from any claims, suit, loss, cost, damage, expense to any property or person, including but not limited to Provider's employees, of whatever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Provider, its employees, agents or subcontractors at any tier.

ITEM 9. Amendments

These terms and conditions and defined responsibilities of the parties shall not be varied or amended except by an instrument in writing executed concurrently with or subsequent to the execution of this Agreement and signed by Provider and Lot Owners. In the event of sale or title transfer of an individual Lot Owner's lot, the individual Lot Owner shall have the authority to make a unilateral change to this agreement, changing only the title of the lot to the new User. Any Homeowners' Association formed for the above-described property shall, by a majority vote, have the authority to modify this agreement if said changes are approved and accepted by Provider, and said changes shall be binding on all Lot Owners.

ITEM 10. Assignment

This agreement and the rights and obligations hereunder shall inure to the benefit of, and shall be binding upon, each of the parties hereto and their respective successors and assigns (including the Lot Owners). Each party shall promptly notify the other of any such assignment and this Agreement shall promptly be amended, as specified in Paragraph 9 above to reflect such assignment.

ITEM 11. No Waiver

Either party's failure to exercise any right arising hereunder shall not constitute a waiver of that, or any similar right, or preclude that party from enforcing such rights.

ITEM 12. Notice

Any notice or communication pertaining to this Agreement shall be deemed to have been duly given by party hereto if personally served upon the other or if sent to the others by certified mail, or facsimile (confirmation slip retained and provided upon request to the other party) followed by certified mail. The date upon which such notice or communication is served, or the date upon which it is received by the addressee, shall be deemed to be the effective date of such notice irrespective of any date appearing thereon. Notice shall be sent to all parties identified in this Agreement.

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ITEM 13. Entire Agreement, Severability, Interpretation

The parties hereto agree to these Terms and Conditions and intend and agree that these constitute the entire understanding of the parties concerning the subject matter hereof and supersede all prior or contemporaneous written or oral understanding or agreements of the parties concerning the subject matter hereof. The entire agreement is embodied in this writing and the obligations and remedies of each party are completely set forth herein. In the event any provision herein is unenforceable, such provision shall be deemed severable, and all other provisions of herein shall remain enforceable.

Any disputes shall be litigation in the court system of Union County, Georgia or the Northern District of Georgia (should litigation be brought in federal court).

This agreement shall bind the heirs, successors and assigns of all parties as well as those of all Lot Owners.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

Signed, sealed and delivered

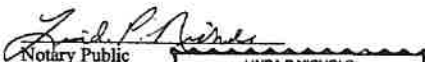
This 22 day of January
2010 in the presence of:


Witness

COMMUNITY SYSTEMS, INC.


By: Lon Dillard, President

Seal Affixed
(seal)


Notary Public
My Commission Expires: Jan 09, 2010
MAILING ADDRESS OF NOTARY
P. O. Box 580, Blakely, GA 30514
Phone # - 706-745-8687
Facsimile # - 706-745-9367


UNION COUNTY, GEORGIA
FILED & RECORDED January 26
2010 AT 12:15 P.M.
RECORDED IN BOOK 824 PAGE 526-529


Signed, sealed and delivered

This 22 day of January
2010 in the presence of:


Witness

SCENIC ARKAQUAH, LLC


By: MBR


Notary Public
My Commission Expires: Jan 09, 2010
MAILING ADDRESS OF NOTARY
P. O. Box 580, Blakely, GA 30514
Phone # - 706-745-8687
Facsimile # - 706-745-9367

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