

**WATER AND WELL AGREEMENT**

**VOL. 1966 PG. 133**

GEORGIA, TIFT COUNTY.

This Water and Well Agreement, made and entered into this 4 day of MAY, 2018, by and between BROWNLEE FARM CENTER, INC., a Georgia corporation, Georgia, party of the first part, (hereinafter referred to as "Supplying Party"), and AMANDA B. BROOKS a/k/a MANDY BROOKS, of Tift County, Georgia, ("Brooks"), HAROLD G. HARPER, JR and KRISTA HARPER ("Harper"), of Tift County, Georgia, and BROWNLEE FARM CENTER, INC. ("Brownlee"), a Georgia corporation, in its capacity as owner of those certain tracts of real property described on Exhibit "D", parties of the second part (hereinafter collectively referred to as "Supplied Parties":

WITNESSETH:

WHEREAS, Supplying Party is now the owner of property known as Lot 28, located in the County of Tift, State of Georgia, and being more fully described in Exhibit "A" and being incorporated herein by reference; and

WHEREAS, Brooks is now the owner of property known as Lot 33, located in the County of Tift, State of Georgia, and being more fully described in Exhibit "B" and being incorporated herein by reference; and

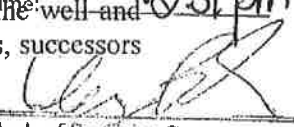
WHEREAS, Harper is now the owner of property known as Lot 35, located in the County of Tift, State of Georgia, and being more fully described in Exhibit "C" and being incorporated herein by reference; and

WHEREAS, Brownlee is now the owner of two tracts of property known as Lot 34 and Lot 36 located in the County of Tift, State of Georgia, and being more fully described as "Tract One" and "Tract Two" in Exhibit "B" and being incorporated herein by reference; and

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is located a well upon that certain tract of land described in Exhibit "A" and being incorporated herein, together with water distribution facilities, (hereinafter referred to as "water distribution system"), for the purpose of supplying water to all properties connected to said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for all other purposes incidental to the ownership and residence and to assure continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors

all properties  
State of Georgia, Tift County  
Superior Court Clerk's Office  
Filed and Recorded in his  
office this 1st  
day of June 20 18  
Time: 6:51 pm  
  
Clerk of Superior Court

and assigns of each of the aforementioned tracts of land; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the aforementioned tracts of land with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis from the State of Georgia health authority and has been determined by the authority to supply safe and potable water; and

WHEREAS, the parties desire to enter into an agreement to establish their respective rights and duties concerning said well and water distribution system.

NOW, THEREFORE, for and in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Lot 28 being more fully described in Exhibit "A" hereto shall be used by the Supplied Parties, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1.

That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Lot 28 being more fully described in Exhibit "A" hereto for all reasonable amounts necessary to supply their residence and lands, for all reasonable purposes. This does not include water supplied for a swimming pool which will be determined at the applicable time.

2.

That the owners or residents of the dwellings located on the lots described in Exhibits "B", "C" and "D", as of the date of this Agreement shall:

a. Pay or cause to be paid to Supplying Party, a monthly fee of Sixty-Five and No/100 Dollars (\$65.00) per month, and may be adjusted at a future time to a monthly rate comparable to rates of Tifton, Tift County, for the use of the well and water distribution system, electrical power consumed thereby and other rights set out herein, the said sum to be payable on or before the fifth (5<sup>th</sup>) day of each month of the term of this agreement. In the event that any such payment remains unpaid for a period of twenty (20) days, the supplying party may terminate the supply of water to the supplied party owing supplying party until all arrearages in payment are received by the supplying party.

b. Pay or cause to be paid promptly, a proportionate share of all expenses of maintaining said well, water distribution system, main water line that may become necessary. Each respective share shall be determined by dividing the amount of each expense by five (5), the number of parties to this Agreement. Supplying Party shall ensure payment of the costs of electrical power consumed thereby.

c. Pay all expenses of maintaining the water connection lines from the main water line

serving their respective dwellings.

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3.

That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.

4.

That Supplied Parties shall promptly repair, maintain and replace the water service lines from the main water line serving their respective dwellings.

5.

No individual sewage disposal system shall be located or relocated within 100 feet of the shared well.

6.

That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.

7.

That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such perpetual easements over, across and through the respective parcels as shall be reasonably necessary for the construction/maintenance of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

8.

That no party may install landscaping or improvements that will impair the use of said perpetual easements.

9.

That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.

10.

That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.

11.

That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.

12.

That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.

13.

That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Clerk of Superior Court of the County of Tift, State of Georgia. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

14.

That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of any undersigned party.

15.

That the said well and this Agreement, if amended, shall serve no more than four single family dwelling units or four parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.

16.

That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.

17.

This Agreement shall be construed in accordance with the laws of the State of Georgia.

18.

This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

19.

The parties agree that this agreement is an agreement which runs with the land and the perpetual easement hereby granted shall bind the heirs and assigns of the undersigned and shall inure to the benefit of the successors in title of the parties hereto.

20.

This agreement and perpetual easement and all of its terms and provisions shall be binding upon the parties' heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on the day and year first above written.

“SUPPLYING PARTY”

**BROWNLEE FARM CENTER, INC.**

*Kenny Brownlee* ls  
KENNY BROWNLEE, President

*Jean Brownlee* ls  
JEAN BROWNLEE, Secretary

Signed, sealed and delivered  
this 4<sup>th</sup> day of May, 2018,  
in the presence of:

*Melissa H. Norman*  
Unofficial Witness

*Teresa K. Harrell*  
Notary Public



“RECEIVING PARTY”

*Amanda B. Brooks* ls  
AMANDA B. BROOKS a/k/a MANDY  
BROOKS

Signed, sealed and delivered  
this 4<sup>th</sup> day of May, 2018,  
in the presence of:

*Melissa H. Norman*  
Unofficial Witness

*Teresa K. Harrell*  
Notary Public



"SUPPLIED PARTY"

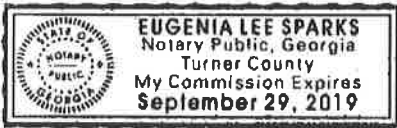
Harold G. Harper, Jr. ls  
HAROLD G. HARPER, JR

Krista Harper ls  
KRISTA HARPER

Signed, sealed and delivered  
this 4<sup>th</sup> day of May, 2018,  
in the presence of:

Ben J. Jordon  
Unofficial Witness

Eugenia Lee Sparks  
Notary Public



"SUPPLIED PARTY"

Kenny Brownlee ls  
BROWNLEE FARM CENTER, INC.  
KENNY BROWNLEE, President

Jan Brownlee ls  
JAN BROWNLEE, Secretary

Signed, sealed and delivered  
this 4<sup>th</sup> day of May, 2018,  
in the presence of:

Melissa H. Jordon  
Unofficial Witness

Teresa K. Harrell  
Notary Public



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## Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 219 in the 6<sup>th</sup> Land District in Tift County, Georgia, more particularly described as **Lot 28, Block "A", Olen Heights Subdivision**, being delineated upon that certain plat of survey entitled "Survey for Olen Heights Subdivision", made by Royal Surveyors, Inc. dated August 6, 1996, and recorded in Plat Book 30, Page 8, in the office of the Clerk of the Superior Court of Tift County, Georgia, and incorporated herein by reference.

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## Exhibit "B"

All that tract or parcel of land lying and being in Land Lot 219 in the 6<sup>th</sup> Land District in Tift County, Georgia, more particularly described as **Lot 33, Block "A", Olen Heights Subdivision**, being delineated upon that certain plat of survey entitled "Survey for Olen Heights Subdivision", made by Royal Surveyors, Inc. dated August 6, 1996, and recorded in Plat Book 30, Page 8, in the office of the Clerk of the Superior Court of Tift County, Georgia, and incorporated herein by reference.



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## Exhibit "C"

All that tract or parcel of land lying and being in Land Lot 219 in the 6<sup>th</sup> Land District in Tift County, Georgia, more particularly described as **Lot 35, Block "A", Olen Heights Subdivision**, being delineated upon that certain plat of survey entitled "Survey for Olen Heights Subdivision", made by Royal Surveyors, Inc. dated August 6, 1996, and recorded in Plat Book 30, Page 8, in the office of the Clerk of the Superior Court of Tift County, Georgia, and incorporated herein by reference.

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## Exhibit "D"

Tract One: All that tract or parcel of land lying and being in Land Lot 219 in the 6<sup>th</sup> Land District in Tift County, Georgia, more particularly described as **Lot 34, Block "A", Olen Heights Subdivision**, being delineated upon that certain plat of survey entitled "Survey for Olen Heights Subdivision", made by Royal Surveyors, Inc. dated August 6, 1996, and recorded in Plat Book 30, Page 8, in the office of the Clerk of the Superior Court of Tift County, Georgia, and incorporated herein by reference.

Tract Two: All that tract or parcel of land lying and being in Land Lot 219 in the 6<sup>th</sup> Land District in Tift County, Georgia, more particularly described as **Lot 36, Block "A", Olen Heights Subdivision**, being delineated upon that certain plat of survey entitled "Survey for Olen Heights Subdivision", made by Royal Surveyors, Inc. dated August 6, 1996, and recorded in Plat Book 30, Page 8, in the office of the Clerk of the Superior Court of Tift County, Georgia, and incorporated herein by reference..