

#00013  
1-07-97

MAILED/DELIVERED:

C/O SINGLETON & DEEDS  
P.O. BOX 116  
WARM SPRINGS, VA 24484

1/31/97

DEED BOOK 153 PAGE 797

THIS EASEMENT AGREEMENT made and entered into this 16th day of December, 1996, by and between LINDA J. COFFEY, party of the first part and FRANK WISEMAN, party of the second part.

- W I T N E S S E T H -

WHEREAS, the party of the first part are the owners of a certain tract or parcel of land situate in Williamsville Magisterial District, Bath County, Virginia, more particularly described as follows: all that certain lot or parcel of land with all improvements thereon and appurtenances thereunto belonging, on the east side of Route 640, containing 2.583 acres, and more fully described as Lot B on "Plat Showing Division of Lot 25, Cavalier Hill" made by Jerry L. Sheffer, L.S., dated April 23, 1984, of record in the Clerk's Office of the Circuit Court of Bath County, Virginia, in Deed Book 109 at Page 692 and being the same property that was conveyed to Linda J. Coffey by deed dated December 16, 1996, from Alan B. Kincheloe and Sharon L. Kincheloe, husband and wife of record in the Clerk's Office of the Circuit Court of Bath County, Virginia in Deed Book 153 at Page 650; and,

WHEREAS, the party of the second part is the owner of a certain lot or parcel situate in Williamsville Magisterial District, Bath County, Virginia adjoining the abovedescribed tract, more particularly described as follows: all that certain lot or parcel of land with all improvements thereon and appurtenances thereunto belonging or in anywise appertaining, designated and described as Lot 26 on "Plat Showing Lot 26, Cavalier Hill, Williamsville District, Bath County" made by Jerry L. Sheffer, L.S.

SINGLETON  
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MONTEREY, VA  
24465

dated May 18, 1979, of record in the Clerk's Office aforesaid in Deed Book 98 at Page 566, and being part of the same property that was conveyed to Frank L. Wiseman by deed dated October 27, 1983, from Frank L. Wiseman and Lina B. Wiseman, husband and wife, of record in the Clerk's Office aforesaid in Deed Book 109 at Page 29; and,

WHEREAS, there is presently located on or near the common boundary between the aforescribed tracts a spring which has been developed for the joint use of the parties hereto, their heirs, successors and assigns with the spring box currently situate on the lands of the party of the second part and the reservoir currently situate on the lands of the party of the first part; and,

WHEREAS, the aforesaid spring currently provides the domestic water supply for the dwelling situate on the lands of the party of the first part and the line has been laid but the connection has not been made for said spring to provide the domestic water supply for the dwelling situate on the lands of the party of the second part; and,

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

NOW, THEREFORE, for and in consideration of the mutual benefits to accrue to the parties hereto, and the mutual covenants contained herein, the parties 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 all of which is expressly acknowledged by the parties of the first, the parties of the first part does hereby GRANT and CONVEY unto the party of the second part, his successors and assigns, subject to the conditions and reservations contained herein, the non-exclusive right to take water from the aforesaid spring, spring box and reservoir, together with an easement on, over, under and across the abovedescribed lands of the parties of the first part, 10 feet in width for the purpose of installing, repairing, maintaining and replacing water lines to said spring, spring box and reservoir.

(2) For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is expressly acknowledged by the party of the second part, the party of the second part does hereby GRANT and CONVEY unto the parties of the first part, his successors and assigns, subject to the conditions and reservations contained herein, the non-exclusive right to take water from the aforesaid spring, spring box and reservoir, together with an easement on, over, under and across the abovedescribed lands of the party of the second part, 10 feet in width for the purpose of installing, repairing, maintaining and replacing water lines to said spring, spring box and reservoir.

(3) The parties hereto agree to share equally the cost of repairing and maintaining the abovedescribed spring. The obligation described herein shall only accrue to the party of the second part upon his, or his successors or assigns connection to the abovedescribed spring and water system.

(4) Each party shall be responsible for the water lines running from the spring and water system to said party's dwelling. The parties hereto reserve the right to disconnect from the spring and water system at any time. If any party disconnects from the system, his or her rights hereunder shall terminate but all other rights shall continue.

(5) The parties hereto agree for themselves, their heir, 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.

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

(7) Each party using the spring and water system shall be informed of the need for repairs prior to having the repairs made. In the event that any of the parties cannot be contacted or in the event that the contacted parties do not respond within a 24 hour period, the remaining party may have the spring and water system repaired. The other party or parties shall be responsible for his or her share of the costs of said repair on an equal, pro-rata basis.

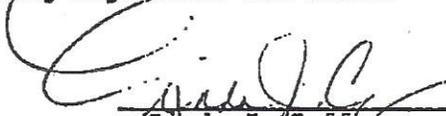
(8) A separate meter to monitor the consumption of electricity for the operation of the spring and the pumping of the

water therefrom shall be maintained.

(9) This Agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia and shall be binding 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.

(10) The party of the first part acknowledges that the party of the second part is currently receiving water from another source and that a pipeline from said source crosses the land of the party of the first part. The party of the first part shall not interfere nor impede the party of the second part's use, maintenance, repair or replacement of said pipeline.

Witness the following signatures and seals.

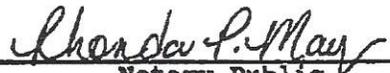
  
\_\_\_\_\_  
Linda J. Coffey

  
\_\_\_\_\_  
Frank Wiseman

STATE OF Virginia, AT LARGE, to-wit:

The foregoing instrument was duly acknowledged before me in the City/County of Bath, Virginia, on this 10th day of December, 1996, by Linda J. Coffey.

My commission expires: 10/31/98

  
\_\_\_\_\_  
Notary Public