

at page 318, James C. Odom is the owner in fee simple of Lot 39 as shown on a plat recorded in the RMC Office for Greenville County in Plat Book "G" at page 89; and

Whereas, Larry T. Silver has caused, or will cause, a well to be drilled by James Kellett on the above-mentioned Tract 6 at the rear of the above-mentioned Lot 42;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the undersigned Larry T. Silver, Dennis Ashley and Sue R. Ashley, C. W. Barr, Etrulia M. Edney and James C. Odom have this date entered into the following Property Owners' and Water Rights Agreement:

1. The above-mentioned well and all water rights pertaining thereto shall be jointly owned by the parties to this Agreement so long as they are the owners of their respective above-mentioned lots and the said Larry T. Silver does hereby grant to the present owners of Lots 39, 42, 45 and 15, and all future owners thereof, an easement over that portion of his land as is necessary for access to the well for inspection and repairs or alterations as may be necessary. In the event the water lines from the well serving any one lot cross or run under an intervening lot, the owner(s) of the said intervening lot hereby grant to the owner(s) of the served lot an easement for purposes of maintaining and of inspection, alteration or repair of said water lines.

2. All parties to this Agreement shall share equally in all costs and expenses incurred or to be incurred in the drilling and installation of the well and also in all future maintenance and repair expenses thereto so long as they are the owners of their respective lots, irregardless of the possibility that the lots and land presently affected by this Agreement may be of different sizes. If, however, in the future any of the present

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