

This Shared Well Agreement, made and entered into this 12 day of April by and between **EUGENE M. CROUSE** and **PEGGY A. CROUSE**, party of the first part, and **SHAUN G. SHANER**, party of the second part:

WITNESSETH:

THAT WHEREAS, the party of the first part now owns that certain real estate located in Hampshire County, West Virginia, more particularly described as Lot No. 15 of Falconwood Subdivision, situate in Bloomery District; and

WHEREAS, the party of the second part is the owner of the owner of an adjoin parcel of real estate located in Hampshire County, West Virginia, more particularly described as Lot No. 16 of Falconwood Subdivision; and

WHEREAS, the party of the first part and the party of the second part are served by a well which is situated on the property line between their adjoining parcels; and

WHEREAS, the party of the first part and the party of the second part deem it necessary to execute an Agreement relative to supplying water from the well and the cost of supplying said water; 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 the domestic consumption of the occupants of said properties, and to assure the 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 and assigns of the properties connected thereto; 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 parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on their adjoining property line shall be used by the parties to this Agreement, 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 for quotidian domestic use excluding the right to draw water to fill swimming pools of any type.

2. That the owners or residents of the dwellings located on the respective properties, as of the date of this Agreement shall pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.

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 each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.

5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.

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 easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 County Commission of the County of Hampshire, State of West Virginia. 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.

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

16. That the term of this Agreement shall be perpetual, except as herein limited.

17. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written

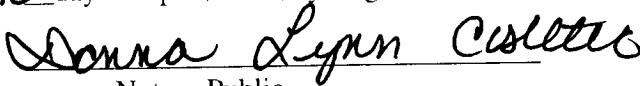

EUGENE M. CROUSE


DONNA LYNN COSTELLO
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 7503179
My Commission Expires 10-13-15


PEGGY A. CROUSE

County of FREDERICK
State of VIRGINIA; to-wit:

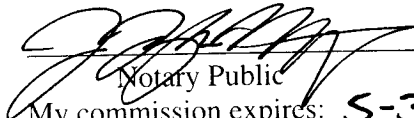
The signatures and seals on the foregoing Agreement were acknowledged before me this 15th day of April, 2014, by Eugene M. Crouse and Peggy A. Crouse.


Notary Public
My commission expires: 10-13-15


SHUAN G. SHANER

City Winchester
County of Winchester
State of Virginia; to-wit:

The signatures and seals on the foregoing Agreement were acknowledged before me this 25 day of April, 2014, by Shuan G. Shaner.


Notary Public
My commission expires: 5-31-2015

J. Douglas McCarthy
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 334876
My Commission Expires 5/31/2015

ERIC W STRITE
HAMPSHIRE County 10:20:47 AM
Instrument No 156844
Date Recorded 05/06/2014
Document Type AGR
Pages Recorded 4
Book-Page 521-743
Recording Fee \$5.00
Additional \$5.00