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Jerry N. Cadle, P.C.  
P.O. Box 68  
Swainsboro, GA 30401

## **WATER RIGHTS EASEMENT AND AGREEMENT**

GEORGIA, JOHNSON COUNTY.

THIS AGREEMENT, Made and entered into this \_\_\_ day of August, 2023, between **ALBERT C. MILLS and AMBER HAZLETT** of Jenkins County, Georgia, of the First Part, and **RODNEY MILLS, as Administrator of the Estate of VIVIAN OGLESBY MILLS** of the State of Georgia, of the Second Part, WITNESSETH:

That the Second Party is the owner of a 6.9 acre tract of land in the 55<sup>th</sup> G.M. District of Johnson County, Georgia, designated as Tract No. 3, as shown on Plat of Survey made by Kirk A. Freeman, Surveyor, dated May 28, 2012, recorded in the Office of Clerk, Johnson Superior Court, in Plat Book 18, page 144A; that located on the property of the Second Party is a house; that the First Party owns the property immediately adjoining the property of the Second Party being a 6.74 acre tract of land in the 55<sup>th</sup> G.M. District of Johnson County, Georgia, designated as Tract No. 1, as shown on Plat of Survey made by Kirk A. Freeman, Surveyor, dated May 28, 2012, recorded in the Office of Clerk, Johnson Superior Court, in Plat Book 18, page 144A; that located on the property of the First Party is a deep well; that electricity is supplied to said deep well by the power source located on the property of the Second Party; that at the present time, the water used in the house of the Second Party comes from the well on the property belonging to the First Party; that the Second Party pays the electricity bill associated with the use of said deep well; that the First Party has agreed that the Second Party and his successors in title shall have the right to use the water from said well, and desire to reduce said agreement to writing.

Now, therefore, in consideration of the premises and the sum of One Dollar (\$1.00) in hand paid by the Second Party to the First Party, the receipt whereof is hereby acknowledged, the First Party does hereby grant to the Second Party and his successors in title to the land hereinabove mentioned, the right to continue using the water from said deep well, together with the right of necessary ingress and egress on, to and over the lands of the First Party for the purpose of maintaining said well and the water lines necessary to carry said water from said well to the property of the Second Party. The First Party further agrees that should he or his successors in title to his land where said well and said distribution lines are located fail or cease to use or maintain said deep well, that the Second Party or his successors in title to his property shall have the right to maintain said well and the distribution lines therefrom, as well as the right to furnish the necessary electric power to operate said well. Second Party agrees to furnish the electricity necessary to operate said well.

The First Party further agrees that said well and the pump and other attachments thereto shall not be willfully damaged and/or destroyed to the detriment of the Second Party and his successors in title.

Nothing in this agreement shall be construed as any limitation or curtailment of the right of the First Party to use said well, or supply water to their lands adjacent thereto.

This agreement shall be a covenant running with the land and shall be binding on the First Party and his successors in title to his land where said deep well and said distribution lines are located and shall accrue to the benefit of the Second Party and his successors in title to their land hereinbefore described.

Should either Party or their successors in title desire to terminate this Agreement, the terminating party shall furnish the other party with written notice of their intent to terminate this Agreement. Written notice must be supplied to the other party at least (6) months in advance of the date the terminating party desires to end this Agreement.

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

\_\_\_\_\_  
**ALBERT C. MILLS**, Party of the  
First Part.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
**AMBER HAZEL MILLS**, Party of the  
First Part.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
**RODNEY MILLS**, Administrator of the  
Estate of **VIVIAN OGLESBY MILLS**,  
Party of the Second Part.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
Witness

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