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WATERLINE AGREEMENT  
POSSUM POINT SUBDIVISION

SECTION 2

LOTS 45 - 63

THIS AGREEMENT made and entered into this 6th day of Nov., 1985,

WHEREAS, Robert R. Daughtry, Jr. is the owner of Lots 45 through 63 of Possum Point Subdivision, Section 2, in Putnam County, Georgia, as shown by that certain plat of survey prepared by Ogletree, Smith and Associates, dated September 9, 1974, and recorded in Plat Book 6, page 182, in the Office of Clerk of Superior Court, Putnam County, Georgia, which said plat is incorporated herein by reference; and

WHEREAS, Robert R. Daughtry, Jr. is desirous of installing a water system consisting of a well, storage tank, pumping equipment necessary for the pumping and distribution of water to property lines of Lots 45 through 63 of Possum Point Subdivision, Section 2, as shown by Exhibit "A" hereto attached, and a waterline for the distribution of water to the property line of said lots, which said waterline shall be located on a twenty (20) foot strip of land (10 feet on the rear of each of said lots 45 - 63 as shown in red on Exhibit "A");

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by Robert R. Daughtry, Jr. and each and every subsequent owner of any of said designated lots in said subdivision, Robert R. Daughtry, Jr. does hereby reserve an easement ten (10) feet in width across rear of each lot as shown in red on copy of plat attached hereto as Exhibit "A" for the purpose of installing water system as hereinbefore described.

Robert R. Daughtry, Jr. covenants and agrees to install on said easement a water system, consisting of a well, storage tank, pumping equipment necessary for the pumping and distribution of water to property lines of said lots and a waterline for the distribution of water to said lots.

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Purchasers of Lots 45 - 63 hereinbefore described each covenant and agree as follows:

(a) The purchaser of each of said lots described at time of purchase covenants and agrees to pay to Robert R. Daughtry, Jr. or his successor or assigns, the sum of One Hundred Dollars (\$100.00) as a "tap on" fee for the privilege of connecting to said water system for service to purchased lot.

(b) The purchaser of each of said lots covenants and agrees at any time after the completion of the water system by Robert R. Daughtry, Jr. to accept from Robert R. Daughtry, Jr. a deed to one-nineteenth (1/19th) undivided interest in the water system, including the equipment and the land on which well is located. The time of conveyance shall be in the sole discretion of Robert R. Daughtry, Jr.

(c) From and after the conveyance by Robert R. Daughtry, Jr. to property owners of the equipment and property described in section (b) hereof, the property owners shall be solely responsible for the cost of maintenance, repairs, upkeep and replacement of such water system and Robert R. Daughtry, Jr., after conveyance of water system to property owners, shall have no further responsibilities of repair, maintenance, replacement or any other cost or responsibility related to such water system.

(d) The purchasers covenant and agree that such water systems shall be used for household uses only and that neither watering of gardens nor watering of lawns shall be considered as household use.

(e) Until such time as the water system is conveyed to the owners of said lot, the cost of electricity for the pumping of water to said designated lots shall be paid in equal amounts by those owners of lots which have tapped on to the water system.

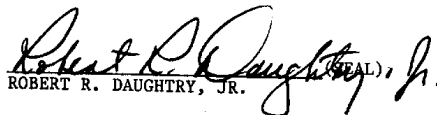
This agreement shall be binding on purchasers of lots designated and all persons claiming under such purchasers for a period of twenty (20) years from date hereof, unless (a) extended thereafter; or (b) by an instrument in writing executed by the owners of more than one-half of the total of nineteen owners of said lots and no such extension or termination shall become effective until such instrument in writing shall be officially filed for record in Office of Clerk of Superior Court, Putnam County, Georgia.

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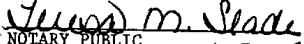
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Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Such enforcement may be maintained by any person owning any part of said tract, but said Robert R. Daughtry, Jr. shall be under no affirmative obligation to sue for enforcement of any such alleged violation hereof.

In Witness Whereof, Robert R. Daughtry, Jr. has hereunto set his hand and seal, on the day and year first above written.

  
ROBERT R. DAUGHTRY, JR.

Signed, sealed and delivered  
in the presence of:

  
  
NOTARY PUBLIC  
My Comm. expires: 4-18-88.

( Notary SEal Affixed )

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