

THIS INSTRUMENT PREPARED BY
MCSWEEN, MCSWEEN, & GREENE, PLLC
NEWPORT, TENNESSEE 37821

BK/PG: 1641/539-542
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4 PGS:AL-AGREEMENT	
MARK BATCH: 96178	04/03/2024 - 01:37 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, COCKE COUNTY
MARK MCGAHA
REGISTER OF DEEDS

WATER AGREEMENT

This agreement made and entered into on the 23 day of MARCH, 2024, by and between **Gary H. Fletcher and wife, Lisa D. Fletcher**, of 261 Dela Gaye Point, Beaufort, SC 29902, ("first parties"), and **James M. Blevins, Sr., and wife, Cammie Blevins**, of 225 Kiowa Way, Del Rio, TN 37727, ("second parties").

WITNESSETH:

WHEREAS the first parties are the owners of a tract of land described as Map 059, Parcel 001.25, in that certain deed from SunTrust Mortgage, Inc., to Gary H. Fletcher and Lisa D. Fletcher, dated October 1, 2013, and of record in the Register's Office of Cocke County, Tennessee, in Record Book 1394, at page 649.

WHEREAS second parties are the owners of a tract of land described as Map 059, Parcel 001.23, in that certain deed to James M. Blevins, Sr., a married man, dated November 2, 2018, and of record in the Register's Office of Cocke County, Tennessee, in Record Book 1495, at page 554.

WHEREAS water is provided to the neighborhood by the Newport Utilities Board ("Newport Utilities") from a water tank; and

WHEREAS there is located on or near the right-of-way for Hopi Trail, approximately 400 feet north of the Newport Utilities water tank property, a Newport Utilities meter measuring the total water usage of both properties; and

WHEREAS there are also two individual water meters which measure the separate water usage to each of the hereinabove described properties, located on the above described property of first parties, at or near the right-of-way for Kiowa Way; and

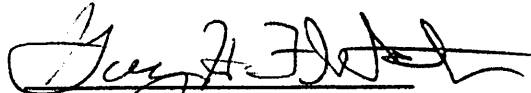
WHEREAS said usage is billed by the Newport Utilities Board ("Newport Utilities") on a monthly invoice sent to the second parties; and

WHEREAS all parties agree as follows and wish to reduce said agreement to writing.

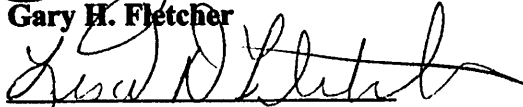
NOW, THEREFORE, for and in consideration of the sum of Ten Dollars cash in hand, the receipt and sufficiency of which is hereby acknowledged, and the matters herein recited, all parties hereto agree as follows:

- 1. All parties, their heirs and assigns, shall share the non-exclusive right to access, use, replace, repair, and maintain the existing water line that continues from the Newport Utilities meter to the point it branches at or near the two individual meters.**
- 2. Second parties, their heirs and assigns, are granted an easement across the property of the first parties to access, use, replace, repair, and maintain the water line into their individual water meter, their individual meter, and for maintaining the necessary lines to carry water from said meter to the property of the second party.**
- 3. Each party shall bear equally the expense of maintaining the water line that continues from the Newport Utilities water meter to the point the water line branches at or near the two individual meters.**
- 4. Each party shall maintain their individual water meter to keep track of their respective water use.**
- 5. Any cost for repairs and maintenance to each individual water line or meter past the point where the water line branches shall be paid by the owner of that line or meter.**
- 6. Second parties shall keep the Newport Utilities water bill paid in a timely manner.**
- 7. First parties shall pay to second parties for half of the monthly water fee plus their water usage based on their individual meter reading and the prevailing water rates as provided by Newport Utilities Board during the billing period. Said payment shall be upon a schedule agreed to by both parties, but not to exceed 60 days of receipt of the water invoice from Newport Utilities.**
- 8. Failure by first parties to pay their portion of water usage for a period of more than 60 days after receipt of a notice from second parties will result in a termination of the agreement.**
- 9. Second parties shall provide the first parties with paid Newport Utilities Board invoices upon request.**
- 10. This agreement shall run with the above-described lands of the parties and any future owners thereof shall receive the benefits thereof and shall be bound to perform the duties and obligations hereunder.**
- 11. This agreement shall be binding upon the parties hereto, their heirs and assigns.**

IN WITNESS HEREOF the parties hereto have set their hands on this the day and date first above written.



Gary H. Fletcher




Lisa D. Fletcher

STATE OF South Carolina
Beaufort COUNTY

Personally appeared before me, the undersigned authority, Notary Public of said County and State, the within-named bargainors, **Gary H. Fletcher and wife, Lisa D. Fletcher**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that they executed the within instrument for the purpose therein contained.

Witnessed my hand and official seal at office, this 20 day of March, 2024.

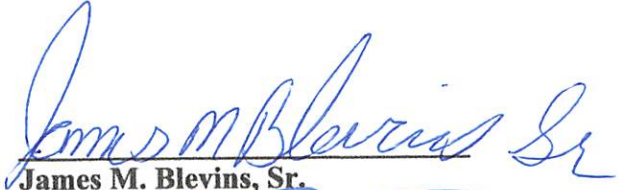



Notary Public

My Commission Expires 04/25/2026.

ALDEN MOULTON
Notary Public, State of South Carolina
My Commission Expires April 25, 2026

IN WITNESS HEREOF the parties hereto have set their hands on this the day and date first above written.


James M. Blevins, Sr.

Cammie Blevins

**STATE OF TENNESSEE
COCKE COUNTY**

Personally appeared before me, the undersigned authority, Notary Public of said County and State, the within-named bargainors, **James M. Blevins, Sr. and wife, Cammie Blevins,** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that they executed the within instrument for the purpose therein contained.

Witnessed my hand and official seal at office, this 23 day of MARCH, 2024.


Notary Public

My Commission Expires 6-29-2026.

