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2 PGS:AL-AGREEMENT
DENISE BATCH: 89004 12/19/2022 - 11:43 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, COCKE COUNTY
MARK MCGAHA
REGISTER OF DEEDS

THIS INSTRUMENT PREPARED BY
BEN W. HOOPER III, ATTORNEY
335 EAST MAIN STREET
NEWPORT, TENNESSEE 37821

WATER RIGHTS AGREEMENT

This agreement made and entered into on the 19th day of December, 2022, by and between **CLAUDE N. SMELCER**, party of the first part; and **JASON RANDOLPH SMITH**, party of the second part.

WITNESSETH:

THAT WHEREAS the party of the first part is the owner of a tract of land described in that certain deed of record in the Register's Office of Cocke County, Tennessee, in Record Book 1460, at Page 567; and

WHEREAS, party of the second part is the owner of a tract of land described in that certain deed of record in the Register's Office of Cocke County, Tennessee, in Record Book 1608, at Page 887; and

WHEREAS, there is a well located upon the tract of land owned by the first party; and

WHEREAS, party of the first part has agreed to allow party of the second part to take and use water from said well and the parties wish to reduce said agreement to writing.

NOW, THEREFORE, for the consideration of the sum of Ten Dollars ($10.00) cash in hand paid by second party to first party, the receipt of which is hereby acknowledged, and the matters hereinafter recited, the parties hereto agree as follows:

1. Second party, his heirs, successors and assigns, shall have the non-exclusive right to take and use water from the well located upon the aforementioned property of the first party.

2. Second party shall have the right to take and use water only for usual domestic purposes at the dwelling house presently located on his aforementioned property, and any replacements thereof.

3. Second party is granted a limited access easement for the purpose of installing, maintaining and repairing the necessary lines and related appurtenances to carry water from said well to his dwelling house.

4. First party and second party shall be equally, one-half (½) each, responsible for expenses related to maintenance and repair of the well, well pump and related appurtenances.

5. Second party shall pay first party the sum of $20.00 per month for said water rights to the Well.

6. This agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall be amended only by written instrument.

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

Claude N. Smelcer

Party of the First Part

Jason Randolph Smith

Party of the Second Part

STATE OF TENNESSEE
COUNTY OF COCKE

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, **CLAUDE N. SMELCER,** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 19th day of December, 2022.

Notary Public

LORETTA BROOKS STATE OF TENNESSEE NOTARY PUBLIC COCKE COUNTY

My Commission Expires: 7-19-23

STATE OF TENNESSEE
COUNTY OF COCKE

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state, the within named bargainor, **JASON RANDOLPH SMITH,** with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 19th day of December, 2022.

Notary Public

My Commission Expires: 7-19-23

LORETTA BROOKS STATE OF TENNESSEE NOTARY PUBLIC COCKE COUNTY