

LANA JO WATSON
967 LOWER ARKANSAW RD
BAKER WV 26801-8132

WELL MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 18th day of November, 2019, between **SHIRLEY ANN POLING** and **LANA JO WATSON**, first parties, grantor and grantee, and **JOHN F. DIER** and **GLENDA E. DIER**, Trustees of the John F. Dier Revocable Trust dated September 28, 2000, and the Glenda E. Dier Revocable Trust dated September 28, 2000, second parties, grantor and grantee, provides as follows:

The first parties own the property designated as 1.376 acres, more or less, located in Gore District, Hampshire County, West Virginia, and described by a plat and metes and bounds description recorded in the Office of the Clerk of the County Court of Hampshire County, West Virginia, in Deed Book 21277, at page 645.

First Parties acquired this property by deed dated March 1, 2013, and recorded in the said Clerk's Office as Instrument # 147130.

The second parties own the property that adjoins the first parties property and is designated as 2.116 acres, more or less, located in Gore District, Hampshire County, West Virginia, as shown on a plat prepared by Edward Mayhew, CL, dated June 11, 1997, and recorded with a deed in Deed Book 61466, at page 265.

The second parties acquired this property by deed dated September 19, 1997, and is recorded in the said Clerk's Office in Deed Book 61466, at page 265.

A well that serves both tracts is located on the first party's tract.

In consideration of the need to establish their respective rights and duties in the use and maintenance of the well, the parties agree to split the costs of using and maintaining the well in proportion to their use of it. Any maintenance for which the costs shall be shared shall be performed only after all parties have consented to the maintenance. However, nothing in this agreement shall prevent any party from

performing maintenance for which that party agrees to pay all the costs.

This agreement shall be binding upon the successors and assigns of the parties.

If the second parties sell their property to someone outside of the family this agreement will continue when the parties of the first part are paid a minimum of Two Thousand Dollars and 00/100 (\$2,000.00).

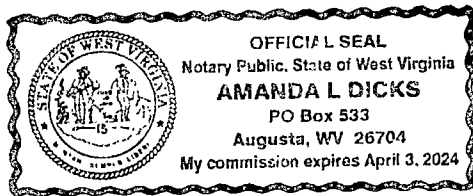
WITNESS the following signatures and seals:

Shirley Ann Poling (SEAL)
SHIRLEY ANN POLING

STATE OF WEST VIRGINIA
CITY/COUNTY OF Hampshire

Shirley Ann Poling acknowledged the foregoing instrument before me on this 21st day of November, 2019.

My commission expires:



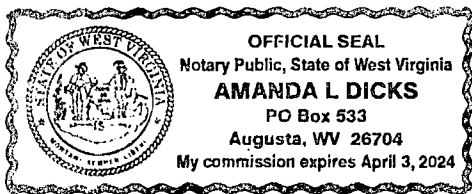
Amanda Dicks
Notary Public

Lana Jo Watson (SEAL)
LANA JO WATSON

STATE OF WEST VIRGINIA
CITY/COUNTY OF Hampshire

Lana Jo Watson acknowledged the foregoing instrument before me on this 21st day of November, 2019.

My commission expires:



Amanda Dicks
Notary Public

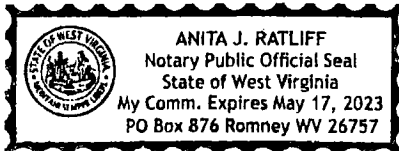
John F. Dier (SEAL)
JOHN F. DIER, Trustee of the John F. Dier
Revocable Trust dated September 28, 2000,
and Trustee of the Glenda E. Dier
Revocable Trust dated September 28, 2000

Glenda E. Dier (SEAL)
GLENDA E. DIER, Trustee of the John F. Dier
Revocable Trust dated September 28, 2000,
and Trustee of the Glenda E. Dier
Revocable Trust dated September 28, 2000

STATE OF WEST VIRGINIA
CITY/COUNTY OF Hampshire

John F. Dier and Glenda E. Dier, Trustees of the John F. Dier Revocable Trust dated September 28, 2000, and Trustees of the Glenda E. Dier Revocable Trust dated September 28, 2000, acknowledged the foregoing instrument before me on this 18 day of November, 2019.

My commission expires: May 17, 2023



Anita J. Ratliff
Notary Public

PREPARED BY: LANA JO WATSON

Hampshire County
Eric W. Strite, Clerk
Instrument 197781
11/21/2019 @ 02:33:28 PM
AGREEMENT
Book 561 @ Page 293
Pages Recorded 3
Recording Cost \$ 11.00

