



PREPARED BY:
WELBY C. SHOWALTER (VSB #15782)
66 WEST WATER STREET
HARRISONBURG, VA 22801

TAX MAP NOS.: 52-(A)-L200 & 52-(A)-L200C

THIS SHARED WELL AGREEMENT made this 13th day of May 2022, by and between BILLHIMER INVESTMENTS, LLC, a Virginia limited liability company, herein referred to as "Billhimer", grantor, and ISAAC N. SEEKFORD, III, and KIMBERLY D. SEEKFORD, husband and wife, herein referred to as "Seekford", grantees,

RECITALS:

1. Billhimer owns that certain tract or parcel of land containing 7.252 acres, known as Tax Map No. 52-(A)-L200, located at 12023 Wampler Road (State Route 619) and fronting on the northwestern side thereof in Plains District, Rockingham County, Virginia, being the identical property acquired by it by deed dated May 3, 2022, from Carolyn Ann McPherson, to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior hereto.

2. Seekford owns that certain lot or parcel of land containing 1.245 acres, known as Tax Map No. 52-(A)-L200C, located at 12031 Wampler Road (State Route 619) in Plains District, Rockingham County, Virginia, adjoining the Billhimer tract described hereinabove and being the identical real estate acquired by them by deed dated April 13, 2021, of record in the aforesaid Clerk's Office in Deed Book 5438, page 572, from Ronald H. McPherson.

3. The Billhimer tract contains a well which supplies water to the Seekford tract and the parties desire to create this shared well agreement under the terms described hereinafter.

WITNESSETH:

That for and in consideration of the mutual benefits to be derived therefrom, Billhimer grants to Seekford the right to use water from the well and the parties agree as follows:

So long as the poultry houses on the Billhimer tract do not use any water from the aforementioned well, then all cost^{of} maintenance and repair shall be shared equally between Billhimer and Seekford.

However, if the poultry houses are in fact used for poultry production, then the percentages change so that Billhimer's share is eighty percent (80%) of repair and maintenance and Seekford's share is twenty percent (20%) of repair and maintenance of the well.

This agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

Reference is hereby made to the aforesaid deeds for a more particular description and derivation of title to the interest in real estate herein granted.

WITNESS the following signature and seal:

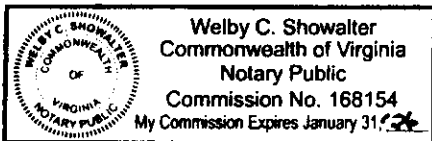
BILLHIMER INVESTMENTS, LLC

By [Signature] (SEAL)
Wayne Billhimer, Manager

STATE OF VIRGINIA, at large,
CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me this 17th day of May, 2022, by Wayne Billhimer, Manager of Billhimer Investments, LLC, a Virginia limited liability company.

My commission expires 1/31/26
Notary Public registration number 168154



[Signature] (SEAL)
Notary Public

Isaac N. Seekford III (SEAL)
Isaac N. Seekford, III

Kimberly D. Seekford (SEAL)
Kimberly D. Seekford

STATE OF VIRGINIA, at large,

CITY/COUNTY OF Harrisonburg, to-wit:

The foregoing instrument was acknowledged before me this 18th day of May, 2022, by Isaac N. Seekford, III, and Kimberly D. Seekford, husband and wife.

My commission expires 4-30-24

Notary Public registration number 229659

H. Jayne Grim
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 229659
My Commission Expires 4-30-24

H. Jayne Grim (SEAL)
Notary Public