

Type: CONSOLIDATED REAL PROPERTY
Recorded: 8/22/2018 3:09:51 PM
Fee Amt: \$26.00 Page 1 of 3
Granville County, NC
Kathy M. Taylor Reg of Deeds

BK 1698 PG 281 - 283

Prepared by and return to: Warren Shackleford & Thomas PLLC

P.O. Box 1187, Wake Forest, NC 27588-1187

STATE OF NORTH CAROLINA

WELL EASEMENT AGREEMENT

GRANVILLE COUNTY REGISTRY

BAJO, LLC

NORTH CAROLINA

WELL EASEMENT AGREEMENT

GRANVILLE COUNTY

This Well Easement Agreement made this 30 day of May, 2018 by Bajo, LLC who affirms as follows:

1. Bajo is the owner of Lots 24 and 25 Woodstone Subdivision as shown on plat recorded in Book of Maps 10, Page 49, Granville County Registry. Ownership of this property was acquired by deed recorded in Book 753, Page 912, Granville County Registry.
2. Lot 24 has an address of 3519 Topaz Street, Wake Forest, NC. Lot 25 has an address of 3515 Topaz Street, Wake Forest, NC.
3. Located on Lot 24 is a well which is used by the dwelling on Lot 24 and by the dwelling on Lot 25.
4. The owner of Lot 25 shall at all times have rights to use water from the well located on Lot 24. The owner of Lot 25 shall have an easement 10 feet in width, 5 feet on either side of the existing waterline extending from the well on Lot 24 to the property line dividing Lot 24 and Lot 25. Maintenance of this waterline shall at all times be the responsibility and the expense for the owner of Lot 25.
5. Maintenance and upkeep of the well shall be split equally between the owner of Lot 24 and the owner of Lot 25. Each of them shall pay ½ of any expense in the upkeep of the well and pump. If for any reason one owner is unable to pay its share of maintenance and upkeep expenses, then the other party may pay all such expenses and seek a lien against the nonpaying party.
6. Providing and paying for electricity to the pump for the well shall at all time be the expense and the responsibility for the owner of Lot 24. If for any reason the owner of Lot 24 does not pay the electric bill, the owner of Lot 25 may pay the electric bill and seek a lien against the owner of Lot 24 for reimbursement of this expense.

- 7. If for any reason owner of Lot 24 is not providing electricity for the pump, owner of Lot 25 shall have the right to extend electricity to the pump, using the 10 foot easement for the waterline which provides water to Lot 25.
- 8. This Well Easement Agreement shall be binding upon the owner of Lot 24 and owner of Lot 25, their heirs, successors and assigns.
- 9. If the owner of Lot 25 ever constructs their own well, producing water for their dwelling, then this Well Easement Agreement shall terminate and become void.

IN WITNESS WHEREOF Bajo, LLC hereby sets it hand and seal the day and year setout above.

Bajo, LLC

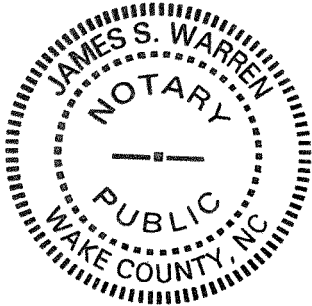
By: John D. Lyon, mg.

STATE OF NORTH CAROLINA
COUNTY OF Wake

I, a notary Public of the County and State aforesaid, certify that John D. Lyon personally appeared before me this day and acknowledged that he/she is Manager of Bajo, LLC, a North Carolina limited liability company and that by authority duly given, the foregoing instrument was signed by him/her in the Company name as the act of the Company.

Witness my hand and official stamp or seal, this the 22 day of AUGUST 2018.

James S. Warren
Notary Public



My Commission Expires: 10-3-2020