

FILED FOR RECORD
VANCE COUNTY, N.C.
CYNTHIA S. ABBOTT
REGISTER OF DEEDS
RECORDED Feb 12, 2010
AT 02:02 pm
BOOK 01212
START PAGE 0009
END PAGE 0011
INSTRUMENT # 00512
EXCISE TAX (None)

SHARED-WELL AGREEMENT

The owners of the properties connected to the shared well located in the middle of the property known as 3111 Tungsten Mine Road, Bullock, NC 27507, acknowledge that the well provides water to four separate lots as referenced in the deeds to those lots and as shown on the recorded plat at Plat Book "R", page 13, Vance County Registry. The owners of the properties connected to the shared well also acknowledge that the parties using water from that shared well have shared in the cost of maintenance, repairs, and improvements to the well and water lines for the past thirty-five plus years.

The parties listed below (1) acknowledge that they are the current owners of certain lots as shown on Plat Book "R," page 13, Vance County Registry and that they are or are not obtaining water from the shared well system and (2) that they now desire to put in writing their maintenance and expense agreement. That agreement is as follows:

1. The below-listed parties acknowledge that Lot #2 has a private well and is no longer using water from the shared well.
2. The below listed parties acknowledge that Lot #4 has a dwelling home that has not been occupied for several years, that the home is in need of repair, and that the owner of that property lives out of state, rarely visits the property, and seems to have no interest in renovating the home or in using water from the shared well.
3. Therefore, the owners of Lots 1, 2, 3, and 5 agree that it shall be the responsibility of all parties who are obtaining water from the well to share equally the cost of maintenance, repairs, and improvements to the well, storage tanks, pump, and other well system components and the cost of maintenance, repairs, and improvements to the water lines running from the well along the water line easement shown on the recorded plat. **EXAMPLE:** If three parties are using the well, then the cost of maintenance, repairs, and improvements shall be prorated among the three. If a fourth party begins to use the well, then the cost of maintenance, repairs, and improvements shall be prorated among the four. If any party currently using water from the well installs a private well and ceases to obtain water from the shared well, then only the remaining parties using water from the well shall be responsible for the cost of maintenance, repairs, and improvements.
4. It shall be the responsibility of each individual lot owner to maintain all water lines running from the tap on the main line to the individual dwelling. It shall also be the responsibility of each individual lot owner to pay the full cost of installing and maintaining any individual pressure tank

or other well-support component, including filter system, etc. that may be installed at a particular dwelling.

5. The owners of Lots 1, 2, 3, and 5 agree that it shall be the responsibility of the parties who are obtaining water from the well to share equally the cost of the monthly electric bill for the meter on the well. The parties agree that the electricity shall be in one party's name and that party can expect the electric bill to be paid each third month by one of the three parties currently using the well water. If a fourth party begins to obtain water from the shared well, then the monthly electric bill shall be paid each fourth month by each of the four parties using the well water. If the number of parties obtaining water from the well shall decrease, then the monthly electric bill shall be rotated to and paid by each of the parties obtaining water from the well.

This agreement shall be binding on all parties, their heirs, successors and assigns and shall remain in effect and enforceable as long as the well is providing water to any property other than 3111 Tungsten Mine Road, Bullock, NC 27507. The following acknowledge that they are the property owners as of the date of this agreement:

Owner of Lot #1:  12-14-2009
Roy T. McGhee, by and through his Attorney-In-Fact, Ricky Allen Edwards Date

Owner of Lot #2: Asa R. Pegram and wife, Mary S. Pegram, have their own private well and are not using water from the shared well

 12-10-09
Asa R. Pegram Date

 12-10-09
Mary S. Pegram Date

Owner of Lot #3:  12-29-09
Herbert R. Ramsey Date

Owner of Lot #4: This home is not occupied and has not been using water from the shared well for over seven years. The home is in need of considerable repair, and the present owner can not be located.

Owner of Lot #5:  12-10-09
Joyce C. Compton Date

STATE OF NORTH CAROLINA
COUNTY of Vance

I, Faye C. Guin, a Notary Public of the County and State aforesaid, certify that Asa R. Pegram, Mary S. Pegram, and Joyce C. Compton, personally appeared before me and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this 16th day of December, 2009.

Faye C. Guin

Notary Public, Faye C. Guin

My Commission Expires: August 22, 2012



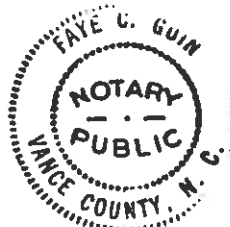
STATE OF NORTH CAROLINA
COUNTY of Vance

I, Faye C. Guin, a Notary Public of the County and State aforesaid, certify that Ricky Allen Edwards, personally appeared before me and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this 14th day of December, 2009.

Faye C. Guin

Notary Public, Faye C. Guin

My Commission Expires: August 22, 2012



STATE OF NORTH CAROLINA
COUNTY of Vance

I, Faye C. Guin, a Notary Public of the County and State aforesaid, certify that Herbert R. Ramsey, personally appeared before me and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal this 29th day of December, 2009.

Faye C. Guin

Notary Public, Faye C. Guin

My Commission Expires: August 22, 2012

