

WAKE COUNTY, NC 101
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
03/17/2017 13:46:21

BOOK:016724 PAGE:00667 - 00670

Prepared by and after recording hold for:
THOMAS A. EARLS, ATTORNEY AT LAW
REGISTER OF DEEDS VAULT BOX #1

**NORTH CAROLINA
WAKE COUNTY**

**DECLARATION OF JOINT MAINTENANCE
OF WELL FACILITIES**

THIS DECLARATION OF JOINT MAINTENANCE OF WELL FACILITIES ("Agreement"), made and entered into this 17 day of March, 2017, by **SEIF E. SEIF and wife, NARMINE M. SEIF**, citizens and residents of Wake County, North Carolina, whose address is 2700 Misty Glen Trail, Raleigh, North Carolina 27606 (hereinafter referred to jointly as "Declarants").

RECITALS:

WHEREAS, Declarants are the owners of adjoining tracts or parcels of land located in Swift Creek Township, Wake County, North Carolina, being known and described as Lots 1 and 2 as shown on plat of survey dated May 29, 2006, entitled "Minor Subdivision Map - Lots 1 & 2 -Kathie J. Wood" prepared by Turning Point Surveying, recorded in Book of Maps 2006, Page 1860, Wake County Registry (hereinafter referred to individually as a "Lot" or collectively as the "Lots"); and

WHEREAS, there exists on Lot 1 a well, a well house, and related water provision facilities (hereinafter collectively referred to as "Well Facilities") which service both of the Lots; and

WHEREAS, by instrument entitled "Misty Glen Trail Well Easement" recorded in Book 12166, Page 853, Wake County Registry, Declarants heretofore granted to the present and future owners of Lot 2 an easement on and over Lot 1 for access to and the use of the Well Facilities; and

WHEREAS, Declarants desire to clarify, as between the future owners of the Lots, the responsibilities for the ongoing costs of the maintenance, repair, and replacement of the Well Facilities.

NOW, THEREFORE, Declarants declare as follows:

1. The owners of the Lots (a) shall contract with a third-party professional for inspection of the Well Facilities at least once every three (3) years; (b) shall contract with a third-party professional for maintenance of the Well Facilities at least once every three (3) years; and (c) shall share equally the costs and expenses of inspecting and maintaining the Well Facilities in good repair and condition (including the replacement of components or all of the Well Facilities). Provided, the costs of any repair or replacement to the Well Facilities occasioned by the negligent or intentional act or acts of the owner of either Lot shall be borne totally by that owner.

2. In the event the owner of either Lot (the "Defaulting Party") fails to perform any of its duties or obligations provided for under this Agreement, the owner of the other Lot (the "Enforcing Party") may deliver to the Defaulting Party a written notice setting forth the specific failures to comply with this Agreement. If the failures are not corrected by the Defaulting Party within thirty (30) days after the delivery of said notice, or if the failures are not capable of correction within thirty (30) days and the Defaulting Party fails to commence to correct the failures within thirty (30) days and thereafter to continuously and diligently prosecute actions to complete such corrections, then, in either such event, the Enforcing Party and its agents, employees and contractors shall have the right to do the work and to pay the Defaulting Party's share of costs and expenses and/or otherwise to take such reasonable actions as are necessary or proper to correct the failures. Within ten (10) days of the completion of such corrective action by the Enforcing Party, the Defaulting Party shall pay to the Enforcing Party one hundred twenty-five percent (125%) of its share of the cost thereof, plus interest thereon from the date of payment by the Enforcing Party at the rate of ten percent (10%) per annum. The foregoing payment shall be deemed to be liquidated damages and not a penalty.

3. In the event any owner of either Lot is required or elects to take legal action to enforce against the owner of the other Lot the performance of such other owner's obligations under this Agreement, then such other owner shall immediately reimburse said owner for all liquidated damages as well as all costs, expenses, and reasonable attorney's fees incurred by said owner in its successful prosecution or defense of that legal action.

4. All provisions of this Agreement shall run with the title to the Lots, however reconfigured or further subdivided, and shall be binding upon and inure to the benefit of the present and future owners of the Lots and their respective heirs, assigns, successors, tenants and personal representatives.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Declarants have executed this instrument the day and year first above written.

SEIF E. SEIF

(SEAL)

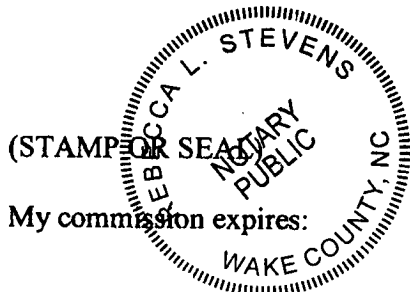
NARMINE M. SEIF

(SEAL)

NORTH CAROLINA
WAKE COUNTY

I, the undersigned, a Notary Public in and for the County and State aforesaid, hereby certify that Seif E. Seif and Narmine M. Seif, each personally known to me or known to me by their presentation of their State of North Carolina Driver's Licenses, each personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing instrument.

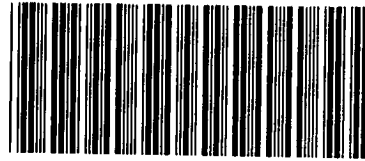
Witness my hand and official stamp or seal, this 17 day of March, 2017.



Notary Public

Printed Name of Notary:

1-19-2018



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Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording

Laura M. Riddick
Register of Deeds
Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

_____ 4 # of Pages *PS*