

BOOK 701 PAGE 250

VANCE COUNTY, N. C.
FILED FOR RECORD

NORTH CAROLINA

Nov 16 9 18 AM '92

DURHAM COUNTY

JOINT WELL EASEMENT AND
MAINTENANCE AGREEMENT

THIS Agreement, made and entered into this the 13th day of November by and between Ronald G. Haigler and Sandra A. Haigler of Durham, North Carolina and William D. Gordon and Eleanor A. Gordon of Hillsborough, North Carolina and Hugh M. Bass and Edna C. Bass of Durham, North Carolina.

WITNESSETH:

THAT WHEREAS, the parties to this agreement own or anticipate buying adjacent property located in Vance County, North Carolina;

WHEREAS, the parties to this agreement do use or will use a well located near or on the property line between the two lots as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, it is the desire of the parties to this agreement to formally create an easement for the use of and maintenance for said well;

THEREFORE, in consideration of the premises and other good and valid consideration, the receipt of which is hereby acknowledged by all parties, the parties hereto mutually agree as follows:

1. The parties hereto, for themselves, their heirs and assigns, do hereby grant bargain, sell, transfer and convey to the parties hereto, their heirs and assigns, perpetual rights to use the well set forth above.

2. This easement and maintenance agreement shall be appurtenant to and shall run with the land.

3. The parties, hereto, for themselves, their heirs and assigns, do hereby agree to jointly maintain said well and share equally in the maintenance and repair of the well. If either party, their heirs or assigns shall fail to pay their share of the maintenance expense for the well within sixty (60) days of mailing of bills for maintenance and repairs to the address so listed with the Vance County Tax Collector, the other party or parties may file an Affidavit of Default with the Register of Deeds of Vance County and the amount set forth in said affidavit shall be deemed a lien against the property of the defaulting party.