

PREPARED BY
R.D. GOODWYKE

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STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

WELL MAINTENANCE AND EASEMENT AGREEMENT
WELL SITE NO. 6
PISGAH FOREST ESTATES

THIS DEED OF EASEMENT, made and entered into this 20th day of July, 1983, by and between CAROL C. O'BRIEN, as Trustee under an Undisclosed Trust for The Brevard Trust, c/o Buck & Tatum, Attorneys at Law, Kingston Plaza - Suite 504, 8251 West Broward Boulevard, Plantation, Fort Lauderdale, Florida 33324, Party of the First Part; and PAUL E. HENDRICKSON and wife, MADELINE P. HENDRICKSON; and HARRY S. PICKERING and wife, CAROLYN F. PICKERING; Parties of the Second Part;

W I T N E S S E T H:

WHEREAS, the Party of the First Part is the owner of certain lands located in Little River Township, Transylvania County, North Carolina, and being all the property conveyed to the Party of the First Part by a Deed recorded in Deed Book 253, at Page 171, Transylvania County, North Carolina Registry.

WHEREAS, the Parties of the Second Part are owners of certain lands located in Little River Township, Transylvania County, North Carolina, and more particularly described as follows:

Paul E. Hendrickson and wife, Madeline P. Hendrickson are the owners of land known as Lot 50 as shown on a plat of Pisgah Forest Estates recorded in Cabinet A, Slide 131-A, Transylvania County, North Carolina Registry.

Harry S. Pickering and wife, Carolyn F. Pickering are the owners of land known as Lot 40 as shown on a plat of Pisgah Forest Estates recorded in Cabinet A, Slide 131-A, Transylvania County, North Carolina Registry.

WHEREAS, at the present time there is located on the property of the Party of the First Part, part of a water system, including a pump, reservoir and waterlines which supply water to the Parties of the Second Part, the location of which is on the property of the Party of the First Part as follows:

1. Reservoir and pump now existing and lying on the property of Party of the First Part.
2. Waterline connecting pump and reservoir in approximately a direct line from the reservoir to the properties of the Parties of the Second Part.

WHEREAS, the Parties of the Second Part who use the existing water system for the supply of water to their residences have requested this Deed of Easement to make certain and permanent their right to draw water from the existing system.

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NOW, THEREFORE, the Party of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid, does hereby give, grant and convey unto the Parties of the Second Part, and the Parties of the Second Part hereby grant each unto the other a perpetual right and easement to obtain water from said water system in the manner and fashion in which they are now doing so; to maintain the waterline or lines from said well, pump and reservoir and to maintain the electrical line necessary to operate the pump, to go upon the lands of the Party of the First Part and Parties of the Second Part whenever the same is necessary for the purpose of inspecting, maintaining, and repairing said water system, provided, however, that in repairing said system, Parties of the Second Part, or any of them, shall interfere as little as is reasonably possible with any improvements upon the lands of the Party of the First Part or Parties of the Second Part, and will repair and replace any damage to said land or improvements should any occur.

IT IS UNDERSTOOD AND AGREED among both the Party of the First Part and the Parties of the Second Part hereto, that should the waterline described herein cross undeveloped property of the Party of the First Part and should it be determined that such waterline must be relocated for future homesite construction, the Party of the Second Part shall relocate same at the direction of the Party of the First Part at no expense to the Party of the First Part.

IT IS UNDERSTOOD AND AGREED among both the Party of the First Part and the Parties of the Second Part hereto, that the cost of maintenance, upkeep and supply of electricity for said well and well site shall be borne equally among those drawing water from such well and well site.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED between the parties hereto that the Parties of the Second Part shall be allowed one (1) tap each to the above described well.

TO HAVE AND TO HOLD said right and easement to the Parties of the Second Part, their successors in title forever, it being agreed that the right and easement hereby granted shall apply to and run with the lands owned by the Parties of the Second Part, above referred to.

IN WITNESS WHEREOF, the Party of the First Part and the Parties of the Second Part have hereunto set their hands and seals, the day and year first above written.

THE BREVARD TRUST

BY: Carol C. O'Brien (SEAL)
Carol C. O'Brien, Trustee

HARRY S. PICKERING (SEAL)

Paul E. Hendrickson (SEAL)
PAUL E. HENDRICKSON

CAROLYN F. PICKERING (SEAL)
CAROLYN F. PICKERING

Madeline P. Hendrickson (SEAL)
MADELINE P. HENDRICKSON

STATE OF Connecticut
COUNTY OF Fairfield

I, Marilyn Grimm, a Notary Public of said State and County, do hereby certify that CAROL C. O'BRIEN, Trustee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 1st day of June, 1983.

My Commission Expires:
My Commission Expires March 31, 1987

Marilyn Grimm
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, Cynthia L. Gilbert, a Notary public of said State and County, do hereby certify that PAUL E. HENDRICKSON and wife, MADELINE P. HENDRICKSON, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 30th day of July, 1983.

My Commission Expires:
12-09-85

Cynthia L. Gilbert
NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF TRANSYLVANIA

I, Cynthia L. Gilbert, a Notary Public of said State and County, do hereby certify that HARRY S. PICKERING and wife, CAROLYN F. PICKERING, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this 20th day of July, 1983.

My Commission Expires:
12-04-85

Cynthia L. Gilbert
NOTARY PUBLIC

STATE OF NORTH CAROLINA, COUNTY OF TRANSYLVANIA

The foregoing certificate 5 of Marilyn Grimm, Cynthia L. Gilbert,
Cynthia L. Gilbert

Notar(y) (ies) Public is/are certified to be correct. This instrument was presented for registration and recorded in this office in Book 265, Page 245.

This 10 day of February, 1984, at 12:30 o'clock P.M.

Fred H. Israel
Register of Deeds

By: _____
Deputy Register of Deeds