



**2011005753**

TRANSYLVANIA CO, NC FEE \$26.00  
PRESENTED & RECORDED

**11-28-2011 12:39:18 PM**

CINDY M OWNBEY  
REGISTER OF DEEDS  
BY: BETH C LANDRETH  
ASSISTANT

**BK: DOC 593**

**PG: 693-695**

Prepared by:  
Brian P. Philips

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

**SHARED WELL AGREEMENT**

THIS AGREEMENT, entered into this 7<sup>th</sup> day of November, 2011, by and between **ELIJAH GRANT PUTNAM and JAIME R. HATFIELD PUTNAM** (hereinafter referred to as "**PUTNAMS** ") and **KENNETH J. BROWN and wife, SANDRA L. BROWN** (hereinafter referred to as "**BROWNS** ")

**W I T N E S S E T H:**

WHEREAS, **PUTNAMS** are the owners of property located in Little River Township and more particularly described in Document Book 462, Page 123, Transylvania County Registry known as Lot #1 of Little Cove Subdivision; and

WHEREAS, **BROWNS** are the owners of property located in Little River Township and more particularly described in Document Book 286, Page 484, Transylvania County Registry known as Lot #2 of Little Cove Subdivision; and

WHEREAS, a well and water line are located on the property of **PUTNAMS** which said well provides and has provided water for use of the **BROWNS'** property as aforesaid; and

NOW, THEREFORE, in consideration of the mutual rights and advantages the owners listed above hereby agree that the well located on the property owned by **PUTNAMS** is a shared well for use by both parties and that **BROWNS** agree to pay one-half of the maintenance, utilities, and repairs for said well. The **PUTNAMS** convey to **BROWNS** the water rights to the well and an easement for maintenance and repair of the well and waterline thereto located on the property of **PUTNAMS**. The owners listed above hereby agree that the **BROWNS** will pay to **PUTNAMS** the sum of fifteen (\$15.00) dollars per month for estimated utility cost of the well and the parties will reassess the cost of the well on a yearly basis to mutually determine a

reasonable monthly fee. In addition, each party will promptly pay one-half (½) of the cost of maintenance or repair. Failure to pay for utilities or maintenance costs will result in disconnection from the well.

In the event that a dispute arises from this agreement or in the event that one of the parties breaches or allegedly breaches the terms of this agreement, the parties agree that such dispute or question be resolved, to the extent possible, through mediation. Should the parties not resolve such dispute or question through mediation, they agree that any such dispute be arbitrated by and between the parties pursuant to the following terms and conditions: The parties may choose a single arbitrator to hear their dispute and enter an award. Should the parties be unable to agree on a single arbitrator, they shall each select an arbitrator and the two arbitrators shall select a third arbitrator. If the parties then agree to do so, they may dismiss their individually selected arbitrators and the third arbitrator will hear their dispute and enter an award. Otherwise, the three arbitrators will sit together as a panel to hear the dispute and enter an award. The arbitrator or arbitrators shall have such power and authority as is necessary to give effect to minimal rules and regulations to guide and govern the procedures for arbitration. The parties agree that, absent an abuse of discretion by the arbitrator or arbitrators, they shall be forever bound by the arbitration award.

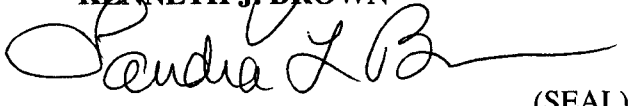
The owners agree the rights and easements heretofore granted are further granted to their heirs and successors in title forever; it being agreed that the rights and easements heretofore granted are for the use of, and are appurtenant to, and run with each parcel land heretofore referenced above.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this the day first above written.

  
ELIJAH GRANT PUTNAM

  
JAIME R. HATFIELD PUTNAM

  
KENNETH J. BROWN

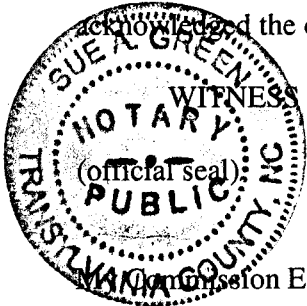
  
SANDRA L. BROWN

STATE OF NORTH CAROLINA

COUNTY OF TRANSYLVANIA

I, Sue A. Green, a Notary Public of the County and State aforesaid, certify **KENNETH J. BROWN and wife, SANDRA L. BROWN**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this 28<sup>th</sup> day of November, 2011.



Sue A. Green  
Notary Public

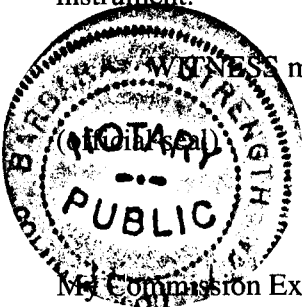
My Commission Expires:

September 3, 2012

STATE OF GEORGIA

COUNTY OF Columbia

I, Barbara Strenght, a Notary Public of the County and State aforesaid, certify **ELIJAH GRANT PUTNAM and wife, JAIME R. HATFIELD PUTNAM** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and notarial seal this 10 day of November, 2011.

Barbara Strenght  
Notary Public

My Commission Expires:

12-20-2013