

2023005152

TRANSYLVANIA COUNTY NC FEE \$26.00

PRESENTED & RECORDED

10/19/2023 02:17:13 PM

BETH C LANDRETH

REGISTER OF DEEDS

BY: BETH C LANDRETH

REGISTER

BK: DOC 1094

PG: 782 - 784

Prepared by and Return To:
Richard J. Maita, Attorney

State of North Carolina
County of Transylvania

Joint Well and Easement Agreement

This Joint Well and Easement Agreement made and entered into this the 18 day of October, 2023 by and between NC DEVGROUP, LLC, a NC limited liability company (herein "GRANTOR" or "DEVELOPER"); and the owners of Lots 1 through 10, WHISPER HILLS TOXAWAY. (herein "GRANTEES")

W i t n e s s e t h :

That, Whereas, GRANTOR is the developer of that subdivision known as WHISPER HILLS TOXAWAY, and no Homeowner Association has been formed to date;

Whereas, GRANTOR is the owner of approximately 75 acres, being the real property not yet conveyed from that property described in Deed Book 855, Page 636, Transylvania County Registry (herein "GRANTOR Property"); and

Whereas, pursuant to Article 11 of the Declaration of Covenants of WHISPER HILLS TOXAWAY recorded in Deed Book 1031, Page 425, Transylvania County Registry, GRANTOR reserved the right as Developer to grant easements for the benefit of Lots within said subdivision;

Whereas, the GRANTOR is desirous of Granting to the owners of Lots 1 through 10, WHISPER HILLS an easement to use the Well located on GRANTOR'S retained property, and to set forth their respective rights and obligations regarding the use and maintenance of said water well.

Whereas, the well is located south of Lots 1 through 10 of WHISPER HILLS TOXAWAY, the "well";

Whereas, the lots receiving the benefits and obligations of this Agreement are Lots 1 through 10, as same are shown on Plats recorded in Plat File 22, Pages 5, 6, 179 and 400, Transylvania County Registry;

Now Therefore, for a valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

- 1) GRANTOR as the owner of the property upon which the well is currently located (“GRANTOR Property”), for themselves and their heirs, successors, and assigns, does hereby grant and convey unto GRANTEES and their heirs, successors and assigns an appurtenant perpetual easement for the use of and access to said well and water lines as they presently exist to, from and upon the GRANTOR Property for the purposes of drawing water for residential. Any repairs or maintenance shall be conducted by Developer or the Homeowners Association, when formed.
- 2) GRANTEES shall share equally on a joint and pro rata basis in the cost of maintaining, repairing and replacing the systems and pumps utilized jointly as part of the well and system. However, each party shall be solely responsible for non-joint repairs and maintenance that benefit only their respective property. At such time as a property owner ceases to make use of the well, then the property owner shall no longer be obligated to share in the cost of maintaining, repairing and replacing the systems, lines and pumps utilized as part of the well and system.
- 3) During extended periods of no rain and during drought conditions, GRANTEES shall use the well primarily for residential household purposes and not to wash cars, water lawns, gardens, plants or to fill swimming pools or hot tubs.
- 4) GRANTEES and their heirs, successors and assigns shall contribute \$20.00 per month to GRANTOR for the cost of electricity required to run the pump for the water well contemplated herein. This amount shall increase from time to time to offset power company rate increases.
- 5) ANY GRANTEE THAT DOES NOT COMPLY WITH THE OBLIGATIONS CONTAINED HEREIN SHALL BE SUBJECT TO THE GRANTOR/DEVELOPER TERMINATING THE WATER RIGHTS GRANTED HEREIN.

To Have and To Hold said easement and requirements as described above each unto the other, and their respective heirs, successors and assigns.

In Witness Whereof, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

NC DEVGROUP, LLC

Dan Williams (seal)
By: Dan Williams, Member/Manager

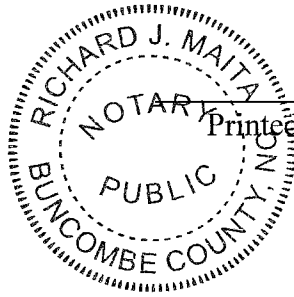
STATE OF NORTH CAROLINA
COUNTY OF Buncombe

I, a Notary Public of the State and County aforesaid, do hereby certify that DAN WILLIAMS, MEMBER/MANAGER OF NC DEVGROUP, LLC, a North Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company. Witness my hand and official stamp or seal, this the 18 day of October, 2023.

Comm. Exp. Date:
2/24/28

[Signature]
Notary Public

Printed Name of Notary Public



(NOTARY SEAL)