

PREPARED BY & RETURN TO:
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BOOK 2817
 PAGES 223 - 225
 Buncombe County, NC
 Recorded 06/03/2002 03:22:50pm
 No 9999-00118560 1 of 3 pages
 Otto W. DeBruhl, Register of Deeds

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF BUNCOMBE

THIS AGREEMENT, made and entered into this the 24th day of May, 2002, by and between Duncan Cameron Murchison, Jr. and wife, Joan H. Murchison, Parties of the First Part, hereinafter sometimes referred to as "D&J", and Kenneth M. Murchison and wife, Eloise M. Murchison, Parties of the Second Part, hereinafter sometimes referred to as "K&E". The designation Parties of the First Part, Parties of the Second Part, D&J, and K&E, as used herein shall include said parties, their heirs, successors and assigns and shall include, singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, D&J warrant that they are owners of Parcel #3, consisting of 1.00 acres, as shown on plats recorded in Plat Book 70, Page 15 and Plat Book 70, Page 85, by Deed recorded in the Buncombe County, N.C. Registry in Deed Book 2028, Page 306, said parcel being hereinafter sometimes referred to as the "D&J Tract"; and

WHEREAS, K&E warrant that they are owners of Parcel #2, consisting of 1.00 acres, as shown on plats recorded in Plat Book 70, Page 15 and Plat Book 70, Page 85, by Deed recorded in the Buncombe County, N.C. Registry in Deed Book 2028, Page 303, said parcel being hereinafter sometimes referred to as the "K&E Tract"; and

WHEREAS, a well water system has been installed upon the D&J Tract, the location of which said well is shown on a Plat recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 89, Page 55, and the parties desire to share said system and provide herein for obligations in connection with the operation and maintenance of said system and private water lines extending therefrom for the benefit of their respective tracts.

NOW THEREFORE, in consideration of the foregoing premises, and in further consideration of Ten and no/100's Dollars (\$10.00) in hand paid by each party to the other, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The parties hereto grant to each other the benefit of their respective tracts an easement with a radius of 20 feet from the center of the well for purposes of operation, maintenance, repair and/or replacement, together with a right of way entry for such purposes. It is further agreed that said easement shall be used by K&E for construction, operation, maintenance, repair and/or replace of a private water line extending said system to the K&E tract.

2. All expenses in connection with the operation, maintenance, repair and/or replacement of said well, together with any parts, connections, or accessories thereto, including, without limitation, a pump and/or reservoir, if any, shall be shared equally by D&J and K&E. Expenses to be shared shall also include restoration of any affected portions of the D&J tract or K&E tract as shall be disturbed by such operation, maintenance, repair and/or replacement, and the standard for such restoration shall be to return said affected property to substantially the same condition as existed prior to disturbance.

3. All expenses in connection with operation, maintenance, repair and/or replacement of individual water lines extending from said system to the D&J tract and K&E tract, respectively, shall be the exclusive obligation of the owners of said respective tracts.

4. The parties hereto must agree in order for capital expenditures to be a shared obligation as hereinbefore specified.


5. When either party incurs expenditures for operation, maintenance, repair and/or replacement for which a shared obligation exists, the party initially paying such expenses will be entitled to payment by the other party of such party's equal share within 30 days of notification by the party making initial payment.

6. The easement herein granted and the rights and obligations herein specified shall be appurtenant to and run with the title to the D&J tract and K&E tract.


TO HAVE AND TO HOLD the rights and easements hereby granted to the respective parties, their successors in title forever.

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

 (SEAL)
Duncan Cameron Murchison

 (SEAL)
Joan H. Murchison

 (SEAL)
Kenneth M. Murchison

 (SEAL)
Eloise M. Murchison

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STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

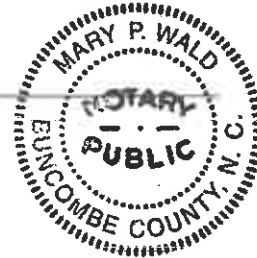
I, Mary P. Wald, a Notary Public of said State and County, do hereby certify that DUNCAN CAMERON MURCHISON, JR. and wife, JOAN H. MURCHISON personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 24th day of May, 2002.

My Commission Expires:

2-28-05

Mary P. Wald
Notary Public



STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

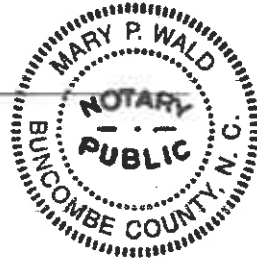
I, Mary P. Wald, a Notary Public of said State and County, do hereby certify that KENNETH M. MURCHISON and wife, ELOISE M. MURCHISON personally appeared before me and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this the 24th day of May, 2002.

My Commission Expires:

2-28-05

Mary P. Wald
Notary Public



State of North Carolina, County of Buncombe

Each of the foregoing certificates of

Mary P. Wald
is hereby certified to be correct

3 day of May

Otto W. DeBruhl, Register of Deeds

By: Deputy

Registration on this the

2002

By: Deputy

