Type: CONSOLIDATED REAL PROPERTY
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Fee Amt: $26.00 Page 1 of 3
Buncombe County, NC
Drew Reisinger Register of Deeds

BK 6341 PG 1549 - 1551

DECLARATION OF WELL EASEMENT

This instrument drafted by, and
after recording, mail to:
Lyman J. Gregory, III – Box No. 77
Marshall, Roth & Gregory, P.C.
P.O. Box 769
Asheville, NC 28802

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS DECLARATION OF WELL EASEMENT (the "Easement") is made this 11 day of August 2023, by MICHAEL FIGURA and RACHEL FIGURA, Married to Each Other ("Declarants").

RECITALS

A. Declarants are the owners of certain parcels of land more particularly described as Tracts B and C, Plat Book 225 at Page 150, Buncombe County Registry.

B. Declarants desire to declare a well easement across Tract B for the benefit of Tract C subject to the terms and conditions of this Easement.

TERMS

NOW, THEREFORE, pursuant to North Carolina General Statute § 39-6.4, Declarants do hereby create in themselves, their successors in interest, and in future purchasers of either Tract B or Tract C, Plat Book 225 at Page 150, Buncombe County Registry, the following easement:

1. Declarants do hereby create a permanent, non-exclusive easement to drill, construct, operate, maintain, repair, inspect, and reconstruct a well, water lines, an electric pump, electric wires, and any and all other necessary accessories for the purposes of obtaining water from such well over, upon, across, under, and through Tract B for the benefit of Tract C, together

Submitted electronically by "Marshall, Roth & Gregory, PC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Buncombe County Register of Deeds.

with the full right of reasonable access to and egress from said permanent easement over and upon Tract B, such permanent easement area being more particularly described as follows:

> BEING an area bounded on the south by the southern line of Tract B, on the west by the western line of Tract B, on the north by the northern line of Tract B, and on the east by the western line of Tract C, with bearing South 27° 32' 00" West and the extension of that line in a southwesterly direction to its intersection with the southern line of Tract B, all as shown on that plat recorded in Plat Book 225 at Page 150, Buncombe County Registry.

2. The well shall be installed in that location as is most practical and convenient to the Owner of Tract C in that owner's sole discretion.

3. The usage of the well shall be limited to the domestic residential purposes of the Owner of Tract C.

4. With respect to the surface area under which any water or electric lines run, the Owner of Tract C shall have the right to clear that area and the right but not the obligation to keep that area clear at all times, and the right to remove from that area all brush, trees and other obstructions, and to go upon the easement area of any portion of Tract B whenever necessary for the purpose of clearing and removing all brush, trees and other obstructions of any kind.

5. The Owner of Tract B shall at all times, other than while construction is occurring, have the right to use the permanent easement area in the same manner as previously done; provided such use shall in no manner interfere with or be inconsistent with the use thereof by the Owner of Tract C as provided herein.

6. The Owner of Tract C agrees to restore the topography of the easement area after future repairs to, or replacement of, the well, water lines, pump, electric lines, or other accessories to approximately the same condition as existed before such repair or replacement.

7. This Easement shall run with and be appurtenant to the land and shall be binding upon the heirs, successors and assigns of Declarants.

8. It is further stipulated that the owners of each tract, and their heirs, successors, or assigns, may enforce this Easement by injunction, and that this shall not be in exclusion of, but in addition to, all other remedies available in law or equity.

9. Invalidation of any one of these terms by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Declarants have executed this Easement under seal as of the day and year first above written.

MICHAEL FIGURA

Rachel Figura
RACHEL FIGURA

STATE OF North Carolina, COUNTY OF Buncombe

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein, under duly given authority, and in the capacity indicated: MICHAEL FIGURA and RACHEL FIGURA

Date: 5/11/2023 Official Signature of Notary Jill W. Demos
Notary's printed or typed name Jill W. Demos
My commission expires: 9/18/2027

JILL W. DEMOS NOTARY PUBLIC BUNCOMBE COUNTY, N.C.