**SHARED WELL AGREEMENT**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Before me, the undersigned notary, personally appeared \*\*\*, Grantors and \*\*\*, Grantees, who being first duly sworn, deposes and states as follows:

There is a well located on property obtained by Grantors by that deed recorded at Book \*\*\*, Page \*\*\*, \*\*\* County Registry. Grantors grant and convey unto Grantees, their heirs, successors and assigns the right to take an undivided portion of the flow of water produced by said well for domestic use and to the benefit of that property owned by Grantees and obtained by that Deed to Grantees recorded at Book \*\*\*, Page \*\*\*, \*\*\* County Registry. Grantees, their heirs, successors and assigns shall have the right to take an undivided portion of the flow of water produced by said well for domestic use; together with the right to maintain at the site of the well, a pump, tank and other equipment necessary and appropriate for the use of the well; together with the right to install and maintain a water pipeline running from the well to their residence; together with the right to inspect, maintain, replace and repair the well and the components of the water system. Grantees agree for themselves, their heirs, successors and assigns to share equally all of the expenses of operation, maintenance, repair and replacement of the well and the components of the water system.

Further, the Grantors and Grantees agree as follow:

1) This agreement shall be binding upon Grantors and Grantees and their successors in title to the properties identified above.
2) This agreement shall be recorded in Register of Deeds Office.
3) The parties shall permit well water sampling and testing by a responsible local authority at any time at the request of any party.
4) Corrective measures shall be implemented if testing reveals a significant water quality deficiency, but only with the consent of a majority of all parties.
5) This agreement shall continue in full force and effect and shall permit a continuity of water service to Grantee; even if Grantor has no further need for the shared well system.
6) Neither Grantor nor Grantee shall use the well water for other than bona fide domestic purposes.
7) There shall not be the connection of any additional living unit to the shared well system without:
a. The consent of all parties,
b. Appropriate amendment of this agreement, and
c. Compliance with the terms set forth herein.
8) Neither Grantor nor Grantee shall locate or relocating any element of an individual sewage disposal system within 50 feet (100 feet for proposed construction of individual sewage disposal systems) of the shared well.
9) Grantor grants to Grantee an easement for access to all elements of the system, assuring access and necessary working space for system operation, maintenance, replacement, improvement, inspection, and testing.
10) Neither Grantor nor Grantee may install landscaping or improvements that will impair use of the easements granted herein.
11) Any removal and replacement of preexisting site improvements, necessary for system operation, maintenance, replacement, improvement, inspection or testing, will be at the cost of the owner, except that costs to remove and replace common boundary fencing or walls shall be shared equally between or among parties.
12) Grantor and/or Grantee may act to correct an emergency situation in the absence on-site of the other parties. An emergency situation shall be defined as failure of any shared portion of the system to deliver water upon demand.
13) This agreement shall be amended as is reasonably necessary to assure equitable readjustment of shared costs when there may be significant changes in well pump energy rates or the occupancy or use of an involved properties.
14) The consent of both Grantor and Grantee shall be required regarding cost sharing, except in emergency situations, before actions are taken for system maintenance, replacement or improvement.
15) Any necessary replacement or improvement of a system element(s) will at least restore original system performance.
16) Grantor and Grantee shall share costs for:
a. The energy supply for the well pump;
b. System maintenance including repairs, testing, inspection and disinfection;
c. System component replacement due to wear, obsolescence, incrustation or corrosion; and
d. System improvement to increase the service life of material or component, to restore well yield, or to provide necessary system protection.
17) No party shall be responsible for unilaterally incurred shared well debts of another party, except for correction of emergency situations. Emergency situation correction costs shall be equally shared.
18) Each party shall be responsible for:
a. Prompt repair of any detected leak in his water service line or plumbing system;
b. Repair costs to correct system damage caused by a resident or guest at his property; and
c. necessary repair or replacement of the service line connecting the system to his dwelling.
19) Grantor and Grantee shall share equally in repair costs for system damage caused by persons other than a resident or guest at a property sharing the well.
20) Grantor and Grantee shall share equally all costs for abandoning all or part of the shared system so that contamination of ground water or other hazards will be avoided.
21) Grantor and Grantee shall promptly pay their share of system operation, maintenance, replacement, or improvement costs.

22) The Parties shall have an electricity meter installed to provide a separate power bill for the water pump and shared water system.
23) This Agreement may not be amended during the term of a Federally insured or guaranteed mortgage on any property served, except as provided above.
24) Any disputes arising out of this agreement shall be referred to binding arbitration through the American Arbitration Association or a similar body and may be initiated at any time by any party to the agreement. Arbitration costs shall be equally shared by parties to the agreement.

This agreement and easement shall be appurtenant to the land described in the above referenced deeds and shall inure to the benefit of and bind the heir, successors and assigns of the parties hereto.

 (SEAL)

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 (SEAL)

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State of North Carolina

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public of the aforesaid County and State hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Grantors, personally appeared before me this day and acknowledged their due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

Notary Public Seal-Stamp

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 (SEAL)

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 (SEAL)

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State of North Carolina

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public of the aforesaid County and State hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared before me this day and acknowledged their due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

Notary Public Seal-Stamp

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_