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AVERY COUNTY NC FEE \$26.00
PRESENTED & RECORDED
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ERIN G. ENGLISH
REGISTER OF DEEDS
BY: ERIN G. ENGLISH
REGISTER OF DEEDS

BK: RE 606

PG: 618 - 620

Prepared By: B. Dean Grindstaff, Attorney 7380-B Hwy 19E North, Spruce Pine, NC 28777

STATE OF NORTH CAROLINA

AVERY COUNTY

SHARED SEPTIC AND SHARED WELL AGREEMENT

This Agreement made on the 29th day of JANUARY, 2025, by and between **REBECCA DOWNEY and husband, JOSHUA STINSON, and MATTHEW BRETT MILLSAPS and wife, STEVIE ALEXANDRE MILLSAPS.**

WHEREAS, REBECCA DOWNEY and husband, JOSHUA STINSON own a tract of land that is described as Tract 1 in Plat Book 46 at Page 370 in the office of the Avery County Register of Deeds, and commonly known as 40 Mullin Hill Road, Spruce Pine, NC 28777, hereinafter referred to as "Tract 1"; and

WHEREAS, MATTHEW BRETT MILLSAPS and wife, STEVIE ALEXANDRE MILLSAPS own a tract of land (adjacent to the said Tract 1) that is described as Tract 2 in Plat Book 46 at Page 370 in the office of the Avery County Register of Deeds, and commonly known as 26 Mullin Hill Road, Spruce Pine, NC 28777, here in after referred to as "Tract 2"; and

WHEREAS, the existing septic system which serves the dwelling on Tract 1 also serves the commercial building located on Tract 2; and

WHEREAS, the existing well which serves the dwelling on Tract 1 also serves the commercial building located on Tract 2; and

WHEREAS, the parties hereto desire that an agreement be made as to the use and maintenance of said septic system and well and the appurtenances thereto; and

WITNESSETH



NOW, THEREFORE, and in consideration of the mutual rights and advantages herein set out, the said parties hereto mutually agree as follows:

1. Said septic system, drain lines, and other appurtenances thereto as now located and constituted shall be considered and held as a common septic system for the use of both parties, their heirs and assigns.

submitted electronically by "Dale W. Hensley, Attorney"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Avery County Register of Deeds.

2. Said well, pipelines, electric wires and other appurtenances thereto as now located and constituted shall be considered and held as a common well for the purpose of obtaining water from said well for the use of both parties, their heirs and assigns.
3. The parties of Tract 1 for their selves and their respective successors, heirs or assigns, hereby give, grant, and convey to the parties of Tract 2, their successors, heirs and assigns, a perpetual right and easement to go upon Tract 1 whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing said septic system.
4. The parties of Tract 1 for their selves and their respective successors, heirs or assigns, hereby give, grant, and convey to the parties of Tract 2, their successors, heirs and assigns, a perpetual right and easement to obtain water from said well, and to go upon Tract 1 whenever the same is reasonably necessary for the purpose of inspecting, maintaining, and repairing said well and related equipment.
5. The costs of maintenance and repair of the septic system and appurtenances thereto which are used jointly by all parties shall be divided equally between the parties.
6. The costs of maintenance and repair of the well and appurtenances thereto which are used jointly by all parties shall be divided equally between the parties.
7. Said parties mutually covenant for themselves and their respective successor, heirs, or assigns, to observe the above agreement, and that the covenants herein contained shall run with the landnow owned by the parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

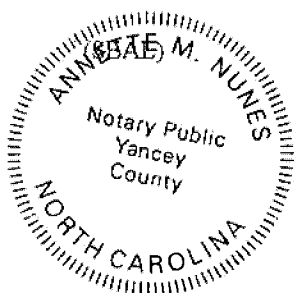

 REBECCA DOWNEY

 JOSHUA STINSON

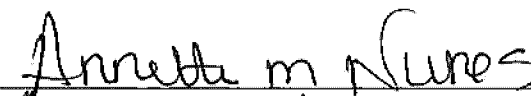
State of North Carolina- County of Mitchell

I, the undersigned Notary Public of the County and State aforesaid, certify that **REBECCA DOWNEY AND JOSHUA STINSON** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 31 day of January 2025.

My Commission Expires: June 25, 2026




 Annette M. Nunes
 Notary's Printed or Typed Name

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

Matthew Brett Millsaps
MATTHEW BRETT MILLSAPS

Stevie Alexandre Millsaps
STEVIE ALEXANDRE MILLSAPS

State of North Carolina- County of Mitchell

I, the undersigned Notary Public of the County and State aforesaid, certify that **MATTHEW BRETT MILLSAPS AND STEVIE ALEXANDRE MILLSAPS** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial stamp or seal this 29th day of JANUARY, 2025.

My Commission Expires: 2/8/2028

(SEAL)

Samantha L. Grindstaff
SAMANTHA L. GRINDSTAFF
 Notary's Printed or Typed Name

