

STATE OF NORTH CAROLINA

WELL SITE EASEMENT AGREEMENT

COUNTY OF MCDOWELL

THIS WELL SITE EASEMENT AGREEMENT (the "Agreement"), made and entered into as of the 22 day of March, 2001, by and among BLUE RIDGE COUNTRY CLUB DEVELOPMENT, L.L.C., a North Carolina limited liability company (hereinafter referred to as "Grantor") and BLUE RIDGE COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a North Carolina non-profit corporation (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of certain property located in North Cove Township, McDowell County, North Carolina, as more particularly described in the deed recorded in Book 622 at Page 806 in the McDowell County Public Registry (the "Property").

WHEREAS, Grantor is the owner of those certain perpetual non-exclusive easements appurtenant to the Property over all roads, private streets right of way and Common Areas within the Blue Ridge Country Club Subdivision, as the same are described in the Declaration of Covenants, Conditions and Restrictions of record in Book 425 at Page 706, as amended in Book 512 at Page 421, and as amended in Book 522 at Page 97 in the Registry.

WHEREAS, Grantor desires to grant a permanent non-exclusive easement to Grantee over portions of the Property known as the Community Well (the "Well") and over the "Well Site Area" (as defined below), which is more particularly shown hatched on that certain plat of survey recorded in Book 5A at Page 46 in the Registry (the "Plat"), which is attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the premises of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Grant of Well Site Easement. Subject to the terms and conditions of this Agreement, Grantor does hereby grant unto Grantee and its successors and assigns and grantees, a permanent non-exclusive easement having a radius of one hundred (100) feet as shown on the Plat (the "Well Site Easement Area") over, under, upon, through and across the Well Site Easement Area for the purposes of inspecting, constructing, maintaining, using, replacing and repairing the Well and water storage as a water source to a public water supply system, as defined by N.C.G.S. Section 130A-313.10. Included in the Well Site Easement Area is an area of 100 feet radius surrounding the well(s) as protection of the water source in accordance with administrative rule 15A N.C.A.C. 18C.0203.

2. Termination of Well Site Easement. If Grantee should "abandon" (as hereinafter defined) the Well Site Easement Area, Grantor shall have the right to terminate this Agreement by written notice to Grantee, and the parties hereto shall record a written memorandum of terminating such Agreement in the Registry. Grantee's "abandonment" of the Well Site Easement Area for purposes of this paragraph 2 shall be deemed to be Grantee's non-use of the Well Site Easement Area for use as a source of water for the public water system for a period of six (6) months.

3. Maintenance and Restoration of the Easement Area. Grantee shall use reasonable care to avoid disturbing any improvements of Grantor and shall preserve as much landscaping as possible in exercising the rights of the access and use hereby granted, and shall grade, reseed, resow, restore and return the surfaces of the Well Site Easement Area substantially to their original condition at any time such rights of access and use are exercised; provided, however, Grantee, in accordance with the laws governing public water systems, may cut away and keep clear of said Well Site, all trees and other obstructions that may unreasonably endanger or interfere with the proper maintenance and operation of said Well.

4. Ingress and Egress. Grantor further grants to the Grantee the right of ingress and egress to the Well Site Easement Area as necessary to carry out the purpose of supplying water to the public water system.

5. Grading/Ditching Rights. Grantor grants to the Grantee the right to grade, ditch or otherwise change the contour of the Well Site Easement Area in order to protect the Well from sources of pollution.

6. Conformance With Laws. Grantee covenants with the Grantor that the Well and surrounding Well Site Easement Area will be constructed, repaired and maintained in accordance with the laws governing public water systems.

7. Binding Effect. This Agreement and the terms and provisions hereof shall run with the land and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, assigns, and grantees whenever the context so requires or admits.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Miscellaneous. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Grantor and Grantee. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be duly executed as of the day and year first above written.

GRANTOR:

BLUE RIDGE COUNTRY
CLUB DEVELOPMENT, L.L.C.,
a North Carolina limited liability company

By: *Spencer A. McQuinn*
Its: Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF *McDowell*

I, *Ruth C. Willis*, a Notary Public for ^{*Mitchell*} ~~said~~ County and State, do hereby certify that *Russel A. McNutt*, Member/Manager of Blue Ridge Country Club Development, L.L.C., 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 *22* day of *March*, 2001.

Ruth C. Willis
Notary Public



My Commission Expires: *9-28-2004*

GRANTEE:

BLUE RIDGE COUNTRY CLUB
PROPERTY OWNERS ASSOCIATION, INC.,
a North Carolina non-profit corporation

By: Russell A. McNutt
Name: Russell A. McNutt
Title: President

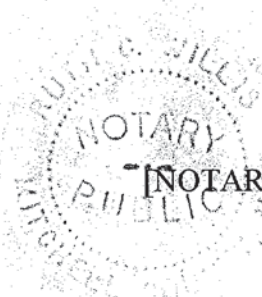
STATE OF NORTH CAROLINA

COUNTY OF McDowell

I, Ruth C. Willis, a Notary Public for ^{Mitchell} said County and State, do hereby certify that Russell A. McNutt, personally came before me this day and acknowledged that s/he is _____ President of Blue Ridge Country Club Property Owners Association, Inc., a North Carolina non-profit corporation, and that s/he, as _____ President, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official stamp or seal, this 22 day of March, 2001.

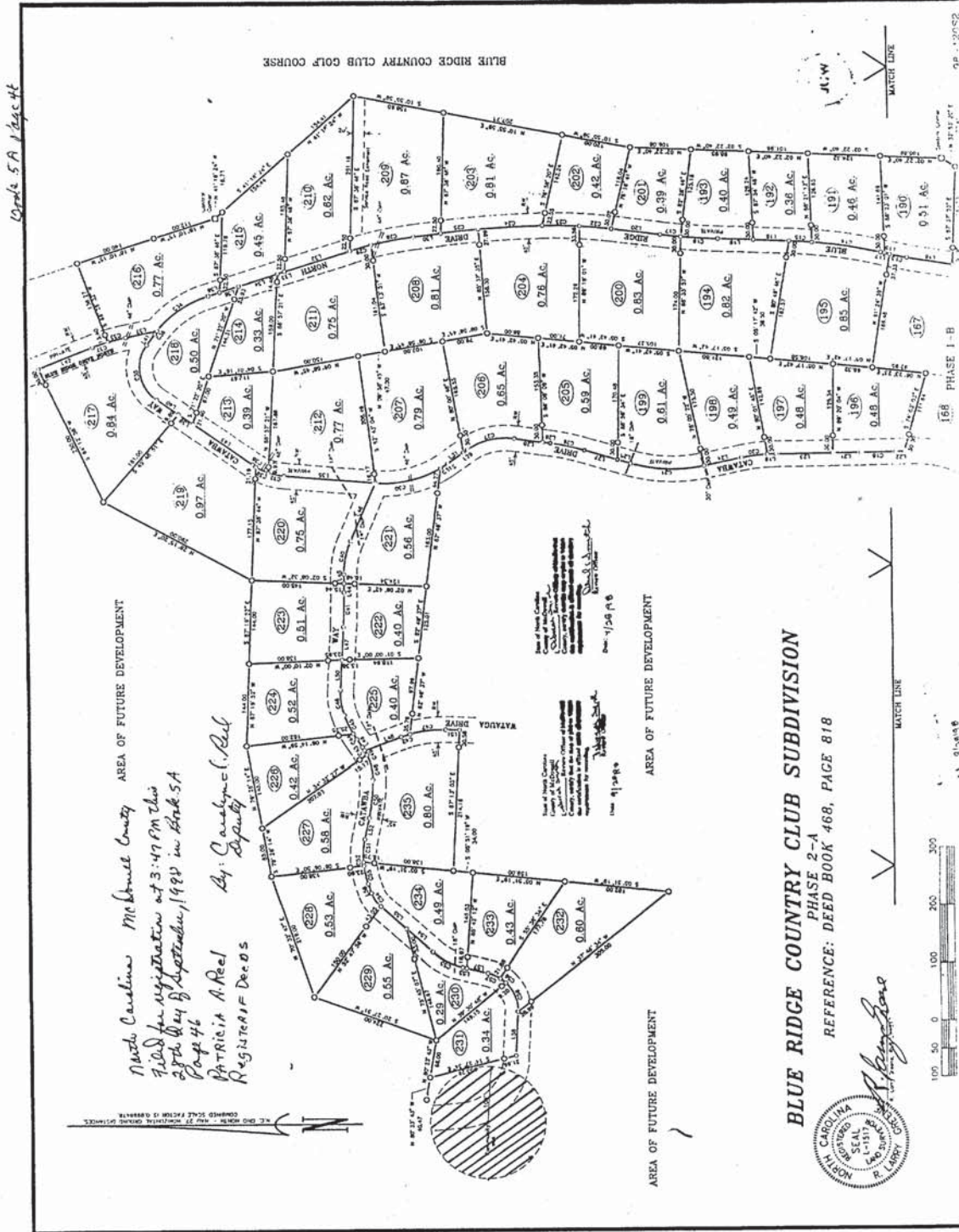
Ruth C. Willis
Notary Public



[NOTARIAL SEAL]

My Commission Expires: 9-28-2004

Exhibit A



Copy 5 A of 24044

North Carolina McDowell County
 Filed for registration at 3:49 PM this
 27th day of September, 1999 in Book 5A
 Page 46
 Patricia A. Reel
 Register of Deeds

BLUE RIDGE COUNTRY CLUB SUBDIVISION

PHASE 2-A
 0.48 AC.
 REFERENCE: DEED BOOK 468, PAGE 818

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

NORTH CAROLINA MCDOWELL COUNTY
 The foregoing certificate of Ruth C. Willis, Notary(ies) Public is/are certified to be correct. Filed for registration this 23rd day of March, 2001.
Patricia A. Reel
 Register of Deeds

Ruth C. Willis
 Assistant/Deputy