

EASEMENT AGREEMENT

STATE OF NORTH CAROLINA PROJECT NAME: _____
COUNTY OF MECKLENBURG PROJECT NO: _____
PARCEL NO.: _____

A Portion of Tax Lot Number: _____ Property Address: _____

Brief Description for the Index: _____

THIS GRANT OF EASEMENT is made this _____ day of _____, 2002, by and between _____ (hereinafter referred to as GRANTOR) and the CITY OF CHARLOTTE, a municipal corporation, Mecklenburg County, North Carolina (hereinafter referred to as GRANTEE).

The designation GRANTOR and GRANTEE, 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.

Said GRANTOR, in consideration of _____ Dollars (\$ _____), to be paid by the City of Charlotte, the GRANTOR has bargained and sold, and by these presents does bargain, sell, and convey to said GRANTEE and its successors the right to use, for the purpose of laying, constructing, and maintaining a sanitary sewer line(s), and/or water line(s)/meter(s), that certain strip or parcel of land _____ feet in width, in or near the City of Charlotte, County of Mecklenburg and State of North Carolina, described as follows:

THAT PORTION of land so labeled on the map attached hereto and incorporated by reference, said map having been prepared by or for the City of Charlotte.

GRANTOR understands and agrees that the consideration amount covers and includes all improvements located within the easement area or areas unless stated otherwise.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the easement areas as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the sanitary sewer line(s), water line(s), or meter(s) for which the easement is granted. If adequate access is not provided by established means of approach, the GRANTOR shall be compensated for any damage resulting at any time from the exercise of the right of ingress, egress, and regress hereby granted. In the event of disagreement at any time as to the amount of any such damage, one arbitrator shall be selected by the GRANTOR, one by the GRANTEE, and a third, if necessary, by the two so

selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this Easement. For purposes of this Easement, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Easement.

Enter Initials 4/10/2008

TO HAVE AND TO HOLD the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

Corporate Name _____ (SEAL)

_____ (SEAL)

By _____ (SEAL)
_____ President

_____ (SEAL)

ATTEST:

_____ Secretary

(CORPORATE SEAL)

* * * * *

STATE OF _____ (Individual)
COUNTY OF _____

I, a Notary Public for the County and State aforesaid, certify that _____
_____ personally appeared before me this day and
acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this _____ day of _____,
20 ____.

Notary Public

My Commission Expires: _____

(OFFICIAL SEAL/STAMP)

* * * * *

STATE OF _____ (Corporate)
COUNTY OF _____

I, a Notary Public for the County and State aforesaid, certify that _____
_____ personally came before me this day
and acknowledged that he is _____ Secretary of _____
_____, a North Carolina corporation, and
that by authority duly given and as the act of the corporation, the foregoing instrument was
signed in its name by its _____ President, sealed with its corporate seal and attested
by him/her as its _____ Secretary.

WITNESS my hand and official stamp or seal, this _____ day of _____,
20 ____.

Notary Public

My Commission Expires: _____

(OFFICIAL SEAL/STAMP)

