

STATE OF NORTH CAROLINA

ABANDONMENT OF EASEMENT

COUNTY OF MECKLENBURG

THIS DOCUMENT is executed this _____ day of _____, 200__ by the City of Charlotte, a municipal corporation (hereinafter "City") of the County of Mecklenburg and State of North Carolina.

WHEREAS, certain easements or rights of way (described in Exhibit A as "TO BE ABANDONED" and hereinafter referred to as the "Easement") are no longer used by the City for any purpose, and are not required or convenient for any use or public purpose in the future and have no value to the City; and

WHEREAS, the City desires to release and abandon the Easement; and

WHEREAS, upon the abandonment of the Easement, _____, the owner of the real property which is subject to the Easement, has acknowledged on behalf of itself, its successors and assigns, its sole and complete responsibility for the condition of the Easement as it currently exists and may exist in the future and has further agreed to hold the City, its officers, and agents and employees harmless from any and all claims concerning the Easement, all as set forth in the Release and Agreement to Hold Harmless between the City of Charlotte and _____ dated _____, 200__, a copy of which is attached hereto as Exhibit B.

NOW, THEREFORE, the City has abandoned the Easement hereinafter described and the sanitary sewer facilities and/or water facilities and meters located therein. The Easement and facilities hereby abandoned are located on that certain strip or parcel of land in the County of Mecklenburg and State of North Carolina, more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference. No easement is abandoned except as specifically described in Exhibit A as "TO BE ABANDONED" and is located on real property of _____ and recorded in Deed Book _____, Page _____ in the Mecklenburg County of Public Registry.

IN WITNESS WHEREOF, the City has caused this instrument to be signed in its name and its seal to be affirmed hereto by duly authorized authority the date and year first above written.

CITY OF CHARLOTTE

ATTEST:

City Clerk

By: _____
City Manager

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I _____, a Notary Public of the County and State above, certify that _____ personally came before me this day and acknowledged that (s)he is _____ of the City of Charlotte, a municipal corporation, the County of Mecklenburg and State of North Carolina, and by authority duly given, the foregoing instrument was signed in its name by _____ as its _____.

WITNESS my hand and official stamp or seal this _____ day of _____, 200____.

Notary Public

My Commission Expires: _____

[NOTORIAL SEAL]

Exhibit A

Easement Map

See the attached.

Exhibit B

STATE OF NORTH CAROLINA

RELEASE AND AGREEMENT
TO HOLD HARMLESS

COUNTY OF MECKLENBURG

The City of Charlotte, a duly incorporated municipality under the laws of the State of North Carolina (hereinafter "City") and _____ (hereinafter "Owner") agree as follows:

1. The City is the Owner of that certain easement for right-of-way for construction, reconstruction operation and maintenance of sanitary sewer facilities and/or water facilities and meters. Such easement is described in the attached Exhibit A, which is incorporated hereby by reference. The easement described in Exhibit A as 'TO BE ABANDONED' is hereafter referred to as the "Easement".

2. Owner is the sole owner of certain real property, which is subject to the Easement (hereinafter referred to as the "Property"), as shown on Exhibit A.

3. The Easement is no longer required by the City.

4. Owner has requested that the City abandon the Easement and the facilities located therein. Owner understands and agrees that if the City exercises its discretion to abandon the Easement and the facilities located therein, Owner will assume full ownership of the Easement and said facilities (which Owner shall have the right to remove) on the Property and will also assume full and sole responsibility for the condition of the Easement and said facilities on the Property, as such condition exists currently or may exist in the future. Owner fully understands that the installation, operation and maintenance of utility facilities by the City in the past has rendered the Easement unsuitable for certain uses, without substantial changes thereto.

5. The City has made no representation concerning the manner in which the utility facilities were installed, operated or maintained in or adjacent to the Easement. Owner waives and releases any and all claims which it may now have or hereafter acquire against the City, its officers, agents and employees and further agrees to hold the City, its officers, agents and employees harmless from any and all claims arising in any manner from the installation, operation, or maintenance of the utility facilities in or adjacent to the Easement on the Property and arising in any manner from the City's previous use of the facilities within the Easement. The agreement set forth herein to hold the City, its officers, agents and employees harmless shall be construed to include, but is not limited to, the payment of money judgments, costs to implement any action required of the City and all reasonable costs incurred in defending against any claim covered by this agreement, *e.g.* attorney fee, expert witness fees, filing fees, deposition costs, etc.

6. The parties have executed this Release and Agreement to Hold Harmless (hereinafter referred to as the "Agreement") on behalf of themselves and their respective heirs, successors and assigns.

7. It is the intent of the parties that this Agreement be executed under seal.

This the _____ day of _____, 200__.

ATTEST:

City Clerk

[CORPORATE SEAL]

ATTEST:

Secretary

CITY OF CHARLOTTE

By: _____
City Manager

By: _____
President