

Excise Tax _____

DRAWN BY AND RETURN TO:
City of Charlotte – ROD Box #227

PROJECT NO:
PROJECT NAME:
PROJECT PARCEL NO.:
Physical Address:
Portion of Tax Parcel#:

Brief Description:

STATE OF NORTH CAROLINA

DEED OF EASEMENT(S)

COUNTY OF MECKLENBURG

THIS DEED OF EASEMENT(S) is made this _____ day of _____, 20 ___, by and between **INSERT NAME IN BOLD CAPS**, and mailing address (hereinafter referred to as “GRANTOR”), and the **CITY OF CHARLOTTE**, a North Carolina municipal corporation, 600 East Fourth Street, Charlotte, North Carolina 28202 (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.

WITNESSETH:

WHEREAS, GRANTOR owns a certain tract of land (“Property”) in or near the City of Charlotte, County of Mecklenburg, North Carolina, the same being the land conveyed to GRANTOR, by Deed recorded in Deed Book _____, Page _____ in the Office of the Register of Deeds of Mecklenburg County and to which additional reference is made above; and

WHEREAS, the GRANTEE, in serving the best interest, safety and welfare of the general public, proposes to construct certain public improvements in connection with the above referenced project and for that purpose requires the following rights and interests from GRANTOR;

NOW THEREFORE, GRANTOR, for good and valuable consideration, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell, and convey to GRANTEE, its successors and assignees, the permanent and temporary easements indicated below:

Permanent Sanitary Sewer and/or Water Line Easement (“PE”): GRANTEE shall have the perpetual right to enter upon the Sanitary Sewer and/or Water Line Easement Area, hereinafter defined, for the purpose of laying, constructing, reconstructing, extending, inspecting, operating, and maintaining a sanitary sewer line(s), water line(s) and/or meter(s), and/or a sewer pump station (collectively the “Water-Sewer Facilities”); said Sanitary Sewer and/or Water Line Easement Area running, over, under and across the Property and being more particularly described as follows:

THE PORTION(S) of the Property described and labeled “PERMANENT EASEMENT” and “PE” on the map attached hereto and incorporated herein by reference, said map having been prepared by or for the City of Charlotte.

The Permanent Sanitary Sewer Easement and Water Line Easement shall also include the right of GRANTEE to enter the Sanitary Sewer and/or Water Line Easement Area to: install new Water-Sewer Facilities, inspect existing Water-Sewer Facilities and to perform necessary maintenance and repairs and to make alterations and additions thereto; to remove from the Sanitary Sewer and/or Water Line Easement Area, now or at any time in the future, trees, shrubs and landscaping, structures that may, in the opinion of GRANTEE, endanger the proper maintenance and operation of said Facilities; make modifications to the topography which are necessary for the construction, installation, and proper maintenance and operation of the Water-Sewer Facilities.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR immediately adjacent to the easement(s) 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 facilities and improvements for which the easement(s) is/are granted.

It is further understood that the GRANTOR shall not: erect a permanent structure of any kind over or across the easements herein granted; permit or cause water to be ponded or impounded over or across said easements or attempt to block or otherwise impede the natural flow of water; excavate from or add fill material to the property within said easements resulting in an elevation change of ± 1 foot; cause or permit to be stored over said easements any personal property which materially impairs GRANTEE's access to the infrastructure within said easements and which cannot be removed by the fee owner of the Property within twenty-four hour notice; or plant trees or other plants with invasive roots systems within water or sewer easements. For purposes of this document, permanent structure includes, but is not limited to, buildings, tennis courts, and swimming pools. Any irrigation systems installed within the easements herein granted shall be the sole responsibility of the fee owner of the Property and will not be subject to repair or replacement by the GRANTEE upon its exercise of the rights herein granted.

The easement(s) conveyed herein is/are non-exclusive to the extent that other public service and utilities may install service lines across the herein described easement(s) provided they do not unreasonably interfere with GRANTEE'S use, and (ii) GRANTOR, or its successor in title, has received prior written approval from GRANTEE for said utility installation.

GRANTOR understands that the interests conveyed hereby are being acquired for a construction project of the GRANTEE and GRANTOR agrees that construction may begin on said Property upon execution of this instrument. GRANTOR further acknowledges that the consideration stated herein is full and just compensation pursuant to the North Carolina General Statutes for the acquisition of the said property interests and rights by the GRANTEE, and for any and all damages to the value of their remaining Property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of GRANTEE'S project, and for the past and future use of said areas by the GRANTEE, its successors and assigns, for all purposes for which the GRANTEE is authorized by law to subject the same.

GRANTEE shall return the easement area and any other areas outside the permanent easements conveyed herein that are disturbed as a result of GRANTEE'S activities in connection with above referenced project, to a similar condition as existed prior to GRANTEE'S activities.

TO HAVE AND TO HOLD the aforesaid rights and easements to GRANTEE, its successors and assigns, it being agreed that the rights and easements hereby granted are appurtenant to and run with the land.

AND, the GRANTOR covenants with the GRANTEE that GRANTOR is seized of the Property in fee simple, has the right to grant the rights and easements provided herein, that title is marketable and free and clear of all encumbrances, and that GRANTOR will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the GRANTOR has duly executed this instrument as of the date set forth above.

GRANTOR

GRANTOR

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

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

Witness my hand and official seal or stamp this ____ day of _____ 20__.

[SEAL]

Notary Public
My Commission Expires: _____

OR IN CASE OF BUSINESS ENTITY:
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, a Notary Public, certify that _____
_____ personally appeared before me this day and
acknowledged that he/she is the _____ of _____,
and that in such capacity and being authorized to do so, executed the foregoing on behalf of the
corporation/company.

Witness my hand and official seal or stamp this ____ day of _____ 20__.

[SEAL]

Notary Public
My commission expires: _____