

DEED OF EASEMENT FOR UTILITIES

NORTH CAROLINA
CLEVELAND COUNTY

THIS DEED OF EASEMENT made this ____ day of _____, between _____, GRANTOR(S), hereafter, collectively, “OWNER” and **THE CITY OF SHELBY**, a North Carolina municipal corporation, GRANTEE, hereafter “CITY;”

WITNESSETH:

Owner(s) certify they are all of the owners of certain real estate, hereafter referred to as “**easement premises**” described on **Exhibit A**; and Parties have agreed it is in their best interests for Owner to grant and City to accept a **permanent easement** in the easement premises for utility purposes;

THEREFORE, in consideration of the foregoing, _____ dollars (\$00.00) paid to Owner by the City, and the additional covenants contained in **Exhibit C**, if any, **the parties agree as follows:**

1. **Grant.** Owner hereby grants and conveys to City a **perpetual easement** in and upon the easement premises in an area lying parallel to and N/A feet on either side of the center line (c/l) shown within the area designated as “**approximate location**” on Exhibit B. The accurate location and area of the easement hereby conveyed shall be determined and fixed by the centerline (c/l) of the first utility line hereafter **installed** in or upon the easement premises. Such established area is hereafter referred to as the “**easement area.**”

2. **Purpose.** The City is hereby granted the right within the easement area to construct, operate, maintain, improve, modify, replace, or abandon in place any equipment necessary or convenient to the operation of (only those utilities indicated by an “X” shall apply):

- ___ any and all utilities services now or hereafter offered by/through the City,
- ___ water ___ electrical ___ natural gas ___ sanitary sewer ___ telephone
- ___ Other: _____

together with rights of ingress and egress across all adjoining lands of Owner as may be necessary to the reasonable exercise of the rights herein granted:

3. **Construction Easement.** Owner further grants to City a **temporary construction easement** over the easement premises and outside of the actual or “approximate” location of the easement area for the purpose of installing, constructing, replacing or removing, as necessary from time to time, the equipment required or desired for the uses and purposes named above.

4. **Owners Rights Reserved.** Owner reserves the right to use the easement premises in any manner which will not damage, impair, prevent or interfere with City’s utilities equipment or its exercise of the rights granted hereunder. Owner will not build any structure upon or substantially alter the easement area without the advance consent of the City.

5. **Assignment.** City may fully or partially transfer this easement without consent of or compensation to Owner. Owner’s interests shall be protected to the same extent as hereunder.

6. **Appearance.** After completion of installation, construction, repair or removal of any utility equipment or device, City at its sole expense will restore the appearance of the easement area as nearly as reasonably possible to that which existed immediately prior to such activity.

7. **Release.** Owner(s) hereby release City from all claims or rights of action now or hereafter accrued or acquired by them, or any of the, due to injuries to any part of the **easement premises** or improvements thereon, resulting from City's activities pursuant to this Agreement.

8. **Binding Effect.** All rights, title and privileges herein granted and all benefits and burden shall **run with the land** (the **easement premises**) and be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

9. **Attachments. Exhibits "A" and "B"** (and **Exhibit "C"** if indicated in Item 10 below) are attached to and incorporated herein by this reference as fully as if set out in the body of this text.

10. **Other Terms.** (Indicate) This writing contains all of the terms of agreement. **Exhibit C** contains **additional terms** which comprise a part of the consideration for this instrument.

TO HAVE AND HOLD the above described real property to the Grantee in perpetuity for the uses and purposes herein described. Owner covenants with City that owner is seized of the premises in fee simple, has the right to convey the Easement rights contained herein and will warrant and defend this conveyance against the lawful claims of all persons whomsoever, except for the following EXCEPTIONS to which Owners title is subject: No exceptions to this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the date above written.

OWNER(S)

Corporation/Partnership

Individual(s)

Name

(SEAL)
(SEAL)
(SEAL)
(SEAL)

President/General Partner

ATTEST: _____

Secretary

(Corporate Seal)

THE CITY OF SHELBY
ACCEPTANCE OF EASEMENT AND AGREEMENT

Mayor

City Clerk

(Corporate Seal)

EXHIBIT "A" TO DEED OF EASEMENT FOR UTILITIES

NORTH CAROLINA
CLEVELAND COUNTY

Between THE CITY OF SHELBY and _____.

THE EASEMENT PREMISES:

_____ all of that real property described in Deed Book(s) _____
_____ in the Cleveland County Registry.
 X the real property described below

Refer to attached map for description of temporary and permanent easements.

OWNER

CITY OF SHELBY

EXHIBIT "B" TO DEED OF EASEMENT FOR UTILITIES

NORTH CAROLINA
CLEVELAND COUNTY

Refer to attached map for description of temporary and permanent easements.

OWNER

CITY OF SHELBY

EXHIBIT "C" TO UTILITIES

NORTH CAROLINA
CLEVELAND COUNTY

The following terms are a part of the consideration for the Utilities Easement between THE CITY OF SHELBY and Irene B. Camp dated July 15, 2002:

1. Grantor will be paid the following amounts:
 - Temporary and Permanent Easements: \$ 603.00
 - Landscaping allotment 2,600.00

Total Compensation: \$3,203.00

ATTEST:

THE CITY OF SHELBY

City Clerk

Mayor
(Corporate Seal)

OWNER(S)

Individual(s)

Corporation/Partnership

ATTEST:

By: _____
(Corporate Seal)