

NORTH CAROLINA

DEED OF EASEMENT FOR UTILITIES

CLEVELAND COUNTY

THIS DEED OF EASEMENT made this _____ day of _____ 2023, By and between _____ GRANTOR(S) Hereafter, collectively, "OWNER(S)" and _____ GRANTEE, hereafter "GRANTEE"; a municipal corporation organized under the laws of the State of North Carolina.

WITNESSETH:

Owner(s) certifies they are all of the owners of certain real estate, hereafter referred to as "easement premises" described on Exhibit A to this instrument; and the Parties have agreed it is in their best interests for Owner to grant and Grantee to accept a permanent easement in the easement premises for the purposes stated herein below;

THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and further consideration of One Dollar (\$1.00), and other valuable considerations, the parties agree as follows:

1. Grant. Owner hereby grants and conveys to Grantee a permanent easement in and upon the easement premises in the area described on Exhibit A to this instrument and attached hereto in perpetuity. Such area is hereafter referred to as the "easement area". The following rights are also granted: the right, but not the obligation, to clear the easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement area which might interfere with or fall upon the lines or systems of the Grantee; and the right to relocate said facilities, systems of communications or related services on said lands to conform to any future highway relocation, widening, or improvements.

2. Purpose. The Grantee and its assignees, if any, are hereby further 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 the following utilities services or related activities (only those services or activities indicated by an "X" shall apply):

- Water, Electrical, Natural Gas, Sanitary Sewer, Communications, Sidewalk, 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 Grantee 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 specified above.

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

5. Assignment. Grantee may fully or partially transfer this easement without consent of or compensation to Owners. In the event of transfer, Owner's interests shall be protected to the same extent as hereunder.

6. Appearance. After completion of installation, construction, repair or removal of any equipment or device, the Grantee 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 hereby releases Grantee, its successors and assigns from all claims or rights of action now or hereafter accrued or acquired by them, due to injuries to any part of the **easement premises** or improvements thereon, resulting from Grantee's lawful activities carried out pursuant to this Agreement.

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

9. Attachments. Exhibits "A", "B", &"C" to this instrument, if attached, are incorporated herein by this reference as fully as if set out in the body of the text.

10. Other Terms. This writing contains **all** the terms of agreement. There are no conditions to this Easement not expressed herein.

TO HAVE AND HOLD the above-described real property interest to the Grantee in perpetuity for the uses and purposes herein described. Owner covenants with Grantee 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: **NONE** .

IN WITNESS WHEREOF, the Owner(s) have set their hands the date above written.

OWNER(S)

Signature

Title

CITY OF SHELBY, NORTH CAROLINA

Signature

Title

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of North Carolina, do hereby certify that _____ personally, appeared before me this day and acknowledged the due execution of the foregoing Deed of Easement, together with attached Exhibits.

WITNESS my hand and official seal this _____ day of _____, 2022.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of the County of _____ and State of North Carolina, do hereby certify that _____ personally, appeared before me this day and Acknowledged that he/she is the _____ of the City of Shelby, a municipal corporation organized under the laws of the State of North Carolina, and that by authority duly given and as the act of the City of Shelby, the due execution of the foregoing Deed of Easement, together with attached Exhibits by him/her.

WITNESS my hand and official seal this _____ day of _____, 2022.

(SEAL)

Notary Public

My Commission Expires: _____

NORTH CAROLINA

EXHIBIT "A" TO EASEMENT FOR UTILITIES
DATED _____

CLEVELAND COUNTY

EXHIBIT "A" TO EASEMENT FOR UTILITIES by and between
_____ **AND** _____

Dated _____, 20 ____

Exhibit A

Description

See Exhibit "B" for Easement Locations

NORTH CAROLINA

EXHIBIT "B" TO EASEMENT FOR UTILITIES
DATED August 30th

CLEVELAND COUNTY

Reference showing easement premises as shown on Utility Easement drawings dated _____
by _____

NORTH CAROLINA

EXHIBIT "C" TO DEED OF EASEMENT FOR UTILITIES
DATED _____

CLEVELAND COUNTY

The following terms are a part of the consideration for the Utilities Easement between

_____ **AND** _____

Dated _____, 20 ____

Considerations:

Grantee agrees to pay grantor \$ _____ (_____) for easement premises.

Grantee: _____ **Owner:** _____