*Above Space Reserved for Recording*

**DEED OF EASEMENT**

STATE OF NORTH CAROLINA PROJECT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF DAVIDSON PARCEL NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A Portion of Tax Lot Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS DEED OF EASEMENT** is made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Grantor”), and the **CITY OF LEXINGTON**, a municipal corporation, Davidson County, North Carolina, (hereinafter referred to as the “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,** the Grantor is the current owner of certain tract of land more particularly described by deed recorded with the Register of Deeds of Davidson County, North Carolina, in Deed Book \_\_\_\_ at Page \_\_\_\_, having tax parcel ID # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lexington, North Carolina, 27292 (hereinafter referred to as “the Property”); and

**NOW THEREFORE,** the 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 the GRANTEE, its successors and assignees, the permanent easements indicated below:

**Public Sanitary Sewer and/or Public Water Easement ("PSSE"/"PWE"):** 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 sanitary sewer systems(s), water distribution system(s) and/or meter(s), above or below ground appurtenances, 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 "PUBLIC SANITARY SEWER EASEMENT" and "PSSE" and "PUBLIC WATER EASEMENT" and "PWE" on the map attached hereto and incorporated herein by reference, said map having been prepared by or for the GRANTOR.

The Public Sanitary Sewer Easement and Public Water Easement shall also include the right of GRANTEE to enter the Sanitary Sewer and/or Water 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 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, decks, tennis courts, and swimming pools. Any irrigation systems or paved surface 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.

**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 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, and that the GRANTOR will warrant and defend the title against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF,** the GRANTOR has duly executed this instrument as of the date set forth above, and if an entity by its duly authorized representative.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WEREOF, Property Owner acknowledges and agrees to the terms of this agreement as of this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

ATTEST: For the Property Owner

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

(Printed Name and Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)

(Printed Name)

STATE OF North Carolina:

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public of the above state and county, do

hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared before me on this day

and acknowledged the due execution of the foregoing instrument.

I certify that the Signatory personally appeared before me this day, and

*(check one of the following)*

\_\_\_\_\_\_ (I have personal knowledge of the identity of the Signatory; **or**

\_\_\_\_\_\_ (I have seen satisfactory evidence of the Signatory’s identity, by a current

state or federal identification with the Signatory’s photograph in the form of:

*(check one of the following)*

\_\_\_\_\_\_ a driver’s license or

\_\_\_\_\_\_ in the form of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_); **or**

\_\_\_\_\_\_ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated.

Witness my hand and Notarial Seal

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public