



***THE FOLLOWING IS AN EXAMPLE EASEMENT AGREEMENT USED BY
MECKLENBURG COUNTY AND CHANGED TO BE STANLY COUNTY***

STATE OF NORTH CAROLINA

COUNTY OF STANLY

THIS EASEMENT AGREEMENT is made and entered into as of the _____ day of _____, 200__, by and among _____, “Grantor(s)”; and **THE CITY OF ALBEMARLE, a political subdivision of the State of North Carolina**, “Grantee”;

WITNESSETH:

WHEREAS, Grantors are the owners of certain property located in Stanly County, North Carolina, which property is more particularly described on Exhibit A attached hereto (the “**Easement Area**”); and

WHEREAS, The City of Albemarle is developing a City-wide plan for greenway, recreational, park and land preservation purposes along the various creeks, floodplains, and other areas in the City, including the property which is described on Exhibit A; and

WHEREAS, Grantors desire to grant to Grantee a perpetual easement over said property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantors hereby give and grant unto Grantee a perpetual right and easement over the property described on Exhibit A attached hereto for public active or passive green space, greenway, park, recreational, watershed or land preservation purposes, including the right to maintain and make improvements to the bank and bed of _____ Creek. Grantee shall have the right to grant easements or rights-of-way across the Easement Area for underground utilities, roadways incident to the use of the Easement Area, or other public purposes consistent with the primary purposes set forth above. Grantee shall have the sole right to promulgate rules and regulations for the reasonable use of the property by the public, provided the property is used for the purposes stated herein. If reasonable access to the greenway property is otherwise unavailable, Grantors further grant unto the Grantee reasonable access from time to time to the Easement Area over any remaining



contiguous property owned by Grantors for the purpose of developing and maintaining the property (but not for public access) for the purposes set forth herein; provided, Grantee shall (a) to the extent possible, utilize existing roads for such purposes, (b) repair any damage resulting from such access, and (c) upon request of Grantors execute a supplemental instrument delineating an appropriate access route to provide the agreed access.

GRANTORS AND GRANTEE, for themselves and their heirs, successors and assigns, further agree as follows:

1. Grantee shall be responsible, at its expense, for maintaining the Easement Area in accordance with the purposes set forth herein, including construction and maintenance of a trail, removal of trash, waste and litter, and efforts to control vandalism and other crimes within the Easement Area. Grantors shall have the right, but not the obligation, to enter the Easement Area to plant flowers, remove litter, and beautify same in the event Grantee fails to perform such functions in a reasonable manner, subject to approval by Grantee, which approval will not be unreasonably withheld.

2. Grantors, for themselves and their successors and assigns, reserve the right to grant easements or rights-of-way for underground utilities within the Easement Area for the benefit of the Grantors' adjacent land, at such locations and in such manner as may be approved by Grantee in the exercise of its reasonable discretion, provided such easements do not interfere with the use of the Easement area as set forth herein and provided Grantors repair any damage to the Easement Area resulting from the implantation of such utilities.

3. To the full extent permitted by law, Grantee shall defend, indemnify and hold harmless Grantors, and their successors and assigns, from and against all claims, demands, loss and damage by third parties arising out of or relating to use of the property by the public, provided such claims do not result from the acts, negligence or willful misconduct of Grantors or their heirs, successors or assigns.

4. Grantors retain fee simple ownership of the title to the Easement Area, subject to the rights granted to Grantee herein, for the specific purpose of allowing the land burdened by the Easement Area to be included in the calculation of zoning density for building improvements permitted on Grantors' land abutting the Easement Area, as such density may be allowed under current or future zoning ordinances.



5. Grantors make no representations or warranties whatsoever, whether express or implied, with respect to the condition of or title to the property that is the subject of this Agreement, which property Grantee agrees to accept, AS IS, in its present legal and physical condition.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto the Grantee, its successors and assigns, for so long as said property is utilized by Grantee, its successors and assigns, for the purposes set forth herein, and no longer.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

(Name of Grantor)

(Name of Grantor)

**STATE OF NORTH CAROLINA
CITY OF ALBEMARLE**

I, _____, a Notary Public for THE CITY OF ALBEMARLE, North Carolina, certify that _____ and (Spouse), _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 200__.

[Stamp/Seal]

Notary Public
My Commission Expires: _____



Albemarle Comprehensive Pedestrian Plan

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

CITY OF ALBEMARLE

By: _____
_____, Chairman
ALBEMARLE CITY COUNCIL

**STATE OF NORTH CAROLINA
CITY OF ALBEMARLE**

This ____ day of _____, 200__, personally came before me _____, who, being first duly sworn, says that (s)he is the Chairman of the Albemarle City Council, and that said writing was signed by him on behalf of the City of Albemarle by its authority duly given. And the said _____ acknowledged the said writing to be the act and deed of the City of Albemarle.

[Stamp/Seal]

Notary Public
My Commission Expires:

EXHIBIT A

Lying and being in Stanly County, North Carolina, and being more particularly described as follows: