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Return to:

STATE OF NORTH CAROLINA

SEWER AND GREENWAY EASEMENT

COUNTY OF CHATHAM

THIS UTILITY AND GREENWAY EASEMENT made and entered into this ____ day of _____, 2022, by and between **THE COUNTY OF CHATHAM**, a body politic and corporate of the State of North Carolina (“Grantor”) and the **TOWN OF PITTSBORO**, a municipal corporation in the State of North Carolina (“Town”);

W I T N E S S E T H:

The designation of the Grantor and the Town as used herein shall include said parties, their successors and assigns, and shall include the singular and plural as required and the masculine, feminine and neuter gender as appropriate.

WHEREAS, the Grantor is the owner of the land described in the deed recorded in Book 865, Page 407 of Chatham County Registry and also more particularly described on the plat recorded in Plat Slide 2022-_____ recorded in the Chatham County Registry (the “Property”), and has agreed to convey easements and rights-of-way for purposes herein described over, under and across its property and desires to execute this instrument to effectuate said agreement; and

WHEREAS, the Property is subject to existing sewer easements over and across the County’s property, including but not limited to, the easements heretofore granted to the Town by instrument recorded in Book 286, Page 252; Book 377, Page 311; Book 415, Page 229; and Book 1570, Page 1131 of the Chatham County Registry; and

WHEREAS, the Grantor and the Town recognize the scenic and aesthetic value in its present state of a portion of the Property and have the common purpose of preserving the natural values and character of the Easement and preventing the use or development of the Easement in any manner which would conflict with the maintenance of the Easement in its scenic and natural condition, except as specifically provided herein; and

WHEREAS, the Grantor is willing to grant with the Easement certain restrictions and limitations of its use for the purposes set forth herein.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto the Grantee, its successors and assigns permanent utility easements for the purposes of constructing, installing, improving, removing, repairing, inspecting, replacing, operating and maintaining one or more public utilities and to install, improve, remove, repair, inspect, replace, operate and maintain within said easement premises other devices used in maintaining public utility systems, together with the perpetual rights and easements to tap the lines, outfalls and collector lines and to construct sewer laterals from the same to the outside boundaries of the aforesaid easements, and to clear and keep clear the full widths of said permanent easements from brush, trees, and any or all other obstructions, structures, and encroachments, of any kind upon the property of Grantor, more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Sewer Easement") located in Center Township, Chatham County, North Carolina, and is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

FURTHERMORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby gives, grants, bargains, sells and conveys unto the Grantee, its successors and assigns, the permanent right, privilege and easement, now and hereafter, to use the Sewer Easement and a portion of the Property ("Additional Greenway Easement") more particularly described on Exhibit A attached hereto and incorporated herein by reference for greenway purposes as set forth herein (Greenway Easement"). The Sewer Easement, the Greenway Easement and Additional Greenway Easement Area are collectively referred to herein as the "Easement".

TO HAVE AND TO HOLD the aforesaid rights and easements to the Town of Pittsboro, its successors and assigns forever, This Easement shall be perpetual and binding upon the Grantor and the successors and assigns of the Grantor.

ADDITIONAL TERMS AND CONDITIONS of the easement interests herein conveyed are as follows:

1. Except as otherwise provided herein, Grantor hereby releases the Town from all claims for damages arising out of or in connection with the right of way and easements herein granted and its past, present and future use thereof by the Grantee, its successors and assigns for all purposes authorized by law.

2. Town agrees to and hereby does indemnify and save harmless Grantor from and against any and all claims, demands, suits, liability and expenses by reason of injury to or death of any person(s) or damage to any property caused by any acts or omissions of the Grantee, its agents, or employees, and for any injury to or death of Grantee's agents or employees, while on or about the easement premises.

3. It is understood and agreed that in laying, constructing, replacing, enlarging, repairing and maintaining said improvements, the Grantee may remove all surplus earth, make level the surface of the ground above the Easement premises, replace and repair existing driveways, walkways, etc., and to restore any disturbed area to a condition substantially equal to its current condition. There shall be no removal, destruction or cutting of trees, shrubs, or other vegetation from the Easement except as may be performed by the Town: (a) for the maintenance of trails and other accesses; (b) for the prevention or treatment of disease; or (c) for other good husbandry practices. Notwithstanding the foregoing, the Town is authorized hereunder to remove and keep removed from the Easement all trees, vegetation, and other obstructions, and do all other things determined by the Town, as necessary to construct, install, improve, remove, replace, inspect, repair, maintain, and use a system of pipelines or mains for sanitary sewer purposes, together with all the appurtenant facilities and equipment necessary or convenient thereto (the "Sewer Easement Rights").

4. No building, sign, fence or other structure shall be erected on the Easement premises; provided however, trail markers, litter receptacles, gates, trail bridges, exercise equipment and stations, benches, and signs identifying any or all of the foregoing may be placed upon the Easement premises by the Town, consistent with any greenway plan which previously has been adopted or hereafter may be adopted by the Town ("Greenway Plan"). The Town shall have the right and responsibility to maintain the Easement in a clean, natural and undisturbed state, consistent with any Greenway Plan, provided, however, the Town reserves and may exercise all the Sewer Easement Rights set forth in Section 3 hereinabove.

5. There shall be no dumping of ashes, garbage, waste, or other unsightly or offensive material on the Easement premises by the Town.

6. There shall be no evacuation, dredging, removal of loam, rock, sand, gravel, or other materials, nor any building of roads or other change in the natural topography of the Easement, excepting for the construction and maintenance of the sanitary sewer line or lines and appurtenances and any trails or other access to the Easement by the Town. To the extent reasonably possible, the Town shall minimize any installation of permanent above-ground structures with regard to the sanitary sewer line or lines and appurtenances thereto.

7. Members of the general public shall have free access to and use of the Greenway Easement, (subject to the laws and ordinances of the Town and the Town's right to use the Sewer Easement and to exercise the Sewer Easement Rights) and for the following purposes: walking, nature studies, hiking, bike riding, jogging and picnicking, and any additional purposes set forth in the Greenway Plan (if adopted). The general public shall not use or operate any motorized vehicles of any sort within the Easement. Nothing herein shall be construed to grant to the Town or the public at large any right of access through or over any other portion of the Property except that lying within the Easement.

8. The Grantor agrees that the Easement shall be subject to the terms, conditions and restrictions which may be set out in the Greenway Plan (if adopted), except where the conditions and restrictions of the Greenway Plan conflict with this Easement the exercise by the Town of the Sewer Easement Rights.

9. The Grantor shall retain fee simple ownership of the Property through, under and over which this Easement passes; provided no use may be made of the Property which interferes with the full, reasonable use of the Easement by the Town for sanitary sewer or greenway purposes.

10. Following the installation of a sanitary sewer line or lines and appurtenant facilities and the construction of the greenway path or trail within the Easement herein described, the area within the portion of the Easement outside of the greenway path or trail shall be re-graded, mulched, and re-seeded or otherwise restored in accordance with generally accepted landscaping and engineering practices.

Grantor does covenant that it is vested of the respective premises in fee and has the right to convey the same in fee simple; that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to the portions of the premises against the lawful claims of all persons claiming by, under or through the Grantor. This conveyance is subject to all easements, restrictions, rights of way and other matters of record in the Chatham County Registry. This conveyance is non-exclusive to the extent that other public service and utilities may install service lines across the herein described easement at a perpendicular alignment to said herein described easement so long as they do not unreasonably interfere with the Grantee's use thereof, and upon written permission from the Grantee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed under seal the day and year first above written.

[SEAL]

COUNTY OF CHATHAM

By: _____
Name:
Title

Attest:

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM**

I, a Notary Public of the County and State aforesaid, certify that _____
(the "*Signatory*") personally came before me this day and acknowledged that she is the
_____ Clerk to the Board of Commissioners for the County of Chatham, North Carolina and that
by authority duly given and as the act of said County, the foregoing instrument was signed in its
name by _____, _____ of the County of Chatham, North Carolina and
attested by her as _____ Clerk.

The Signatory acknowledged to me that she voluntarily signed the foregoing document
for the purpose stated therein and in the capacity indicated.

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

Notary Public

Print: Name: _____

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: _____

☞ [NOTARY SEAL] **(MUST BE FULLY LEGIBLE)**

EXHIBIT A

I. PERMANENT SEWER AND GREENWAY EASEMENT

All of that certain strip of land 30 feet in width running from the eastern right of way line of US Highway 15-501 just south of the existing bridge over Roberson Creek and running thence co-terminus with and along the center of the sanitary sewer collection line of the Town of Pittsboro north of and roughly parallel with Roberson Creek to its intersection with the western boundary of the Town of Pittsboro property more particularly described by deed recorded in Book 248, Page 475 of the Chatham County Registry and being more particularly described by the plat recorded in Plat Slide 2022-_____ of the Chatham County Registry, reference to which is hereby made for a more particular description and being denominated as “30’ TOWN OF PITTSBORO SEWER AND GREENWAY EASEMENT” thereon.

Said easements shall exist 20’ north and west of and 10’ south and east of the centerline of the existing sanitary sewer outfall line located within the premises described above.

II PERMANENT GREENWAY EASEMENT

All of that certain easement area denominated as “Additional 20’ Greenway Easement Area” leading from the Sewer and Greenway Easement described above to the eastern right of way line of US 15-501 north of the bridge over Roberson Creek as depicted on the plat recorded in Plat Slide 2022-____ of the Chatham County Registry, reference to which is hereby made for a more particular description.

Said easements shall exist 10’ on either side of the line segments E-1 through E-6, inclusive as depicted upon said plat.

III PERMANENT GREENWAY EASEMENT(S)

All of those two certain easement areas denominated as “Additional Greenway Easement Area” near the eastern terminus of the greenway as depicted on the plat recorded in Plat Slide 2022-____ of the Chatham County Registry, reference to which is hereby made for a more particular description.

Said easements shall exist 10’ on either side of the existing greenway trail and the line segments E-7 and E-8 as depicted upon said plat.