

Revenue: -0-

Prepared by: Paul S. Messick, Jr., Gunn & Messick, PLLC, P.O. Box 880, Pittsboro, NC 27312

Return to: Grantee, P.O. Box 759, Pittsboro, NC 27302

STATE OF NORTH CAROLINA

EASEMENT AGREEMENT

COUNTY OF CHATHAM

THIS EASEMENT AGREEMENT (this “Agreement”) made and entered into this ___ day of _____, 2026, by and between the **COUNTY OF CHATHAM**, a body politic and corporate of the State of North Carolina (the “Grantor”); and the **TOWN OF PITTSBORO**, a North Carolina municipal corporation (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, Grantor is the owner of a certain tract of land in Center Township, Chatham County and more particularly described in the deed recorded in Book 1926, Page 823 of the Chatham County Registry, also known as Chatham County Tax Parcel 0007681 and being more particularly described on the attached **Exhibit A** (the “Property”); and

WHEREAS, Grantor, recognizing the benefits to said Property by reason of the construction, operation and maintenance by the Grantee of a public park adjoining the Property, has agreed to convey easements and rights-of-way for purposes herein described over, under and across the Property.

NOW, THEREFORE, for 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, the following easements, subject to the terms and conditions set forth herein:

1. **Permanent Parking Easement.** Grantor hereby grants to Grantee a perpetual and non-exclusive easement for parking over that certain portion of the Property consisting of approximately 0.059 acres, and being shown and designated as “New Permanent Parking Easement”, as is more particularly shown and described on the attached **Exhibit B** (the “Parking Easement Area”). Grantee and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a

parking facility with all necessary appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said facility all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. Grantor shall have the right to continue to use the Parking Easement Area in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of Grantee, obstruct or materially impair the actual use of the Parking Easement Area by Grantee, its agents, assigns, and contractors.

2. **Temporary Construction Easement.** Grantor hereby grants to Grantee a temporary construction easement over and across that certain portion of the Property consisting of approximately 3,900 square feet, and being shown and designated as “Temporary Construction Easement”, as is more particularly shown and described on the attached **Exhibit B** (the “TCE Area”) (together with the Parking Easement Area referred to as the “Easement Premises”), for construction purposes only, including but not limited to the grading, filling, or cutting (removing) of soil, dirt, and other like material for purposes of providing a work area necessary for construction, the storage of materials, and the movement of vehicles and equipment incidental to the Grantee’s Freeman Park Project. Upon completion of Grantee’s Freeman Park Project, the easement granted under this Section 2 shall automatically terminate. During construction of Grantee’s Freeman Park Project, Grantee shall not in any way obstruct or interfere with Grantor’s use of the Property, including (without limitation) by blocking any access or curb cuts, or by parking any construction vehicles or locating any construction materials on any portion of the Property outside of the Easement Premises. Upon completion of Grantee’s Freeman Park Project, Grantee shall restore the TCE Area to the condition existing immediately prior to the commencement of the work.

3. **Indemnification.** Grantee shall indemnify, save and hold Grantor harmless 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. Grantor hereby releases the Grantee from all claims for damages arising out of or in connection with the easements granted herein and any past, present and future use thereof by the Grantee, its successors and assigns for all purposes authorized by law.

4. **Relocation of Permanent Parking Easement.** Grantor shall retain fee simple ownership of the Property through, under and over which the easements granted herein pass; provided no use may be made of the Property which interferes with the full, reasonable use of the easements granted herein by Grantee for the purposes described herein. Grantor may, at Grantor’s election, relocate the Permanent Parking Easement to another location on the Property; provided, however, that any such relocation shall not materially impact Grantee’s reasonable use and enjoyment of the Permanent Parking Easement. All costs associated with the relocation of the Permanent Parking Easement shall be solely borne by Grantor.

5. **Miscellaneous.** 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 except as may be disclosed by a search of the public record, and Grantor will warrant and defend the title to 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 premises so long as

they do not unreasonably interfere with the Grantee's use thereof, and upon written permission from the Grantee. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without respect to any principle of conflicts of laws.

TO HAVE AND TO HOLD said rights and easements to the said Grantee and its successors in title forever.

[SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR:

COUNTY OF CHATHAM

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purposes therein states and in the capacity indicated on behalf of **COUNTY OF CHATHAM**: _____

Witness my hand and official stamp or seal, this ____ day of _____, 2026.

My Commission Expires: _____

Printed Name: _____

Notary Public

GRANTEE:

TOWN OF PITTSBORO

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purposes therein states and in the capacity indicated on behalf of **TOWN OF PITTSBORO**: _____

Witness my hand and official stamp or seal, this ____ day of _____, 2026.

My Commission Expires: _____

Printed Name: _____
Notary Public

EXHIBIT A

Legal Description of Property

Lying and being in the City of Pittsboro, Chatham County, North Carolina, and being more particularly described as follows:

Tract A:

All that land conveyed to the Bank of Pittsboro, a North Carolina Banking Corporation by deed dated December 1, 1969 and recorded in the Chatham County Registry in Book 346, Page 486.

Tract B:

All that land conveyed to the Bank of Pittsboro, a North Carolina Banking Corporation by deed dated December 31, 1969 and recorded in the Chatham County Registry in Book 347, Page 517.

LESS AND EXCEPT that part of said Tracts conveyed to the Town of Pittsboro, a municipal corporation by deed dated September 21, 1973 and recorded in the Chatham County Registry in Book 393, Page 485.

Property Address: 192 West Street, Pittsboro, NC
Chatham County PID: 0007681

EXHIBIT B

Legal Description of Easement Premises

Parking Easement Area:

LYING AND BEING in the Town of Pittsboro, Center Township, Chatham County, North Carolina, and more particularly described as follows:

ALL of the parcel of land designated as “NEW PERMANENT PARKING EASEMENT“ as shown on the plat entitled "Proposed Easement Exhibit” prepared by Maerstan, PLLC, dated 3/xx/2026, attached to this Exhibit B, reference to which is hereby made for a more particular description.

TCE Area:

LYING AND BEING in the Town of Pittsboro, Center Township, Chatham County, North Carolina, and being more particularly described as follows:

ALL of the parcel of land designated as “TEMPORARY CONSTRUCTION EASEMENT“ as shown on the plat entitled "Proposed Easement Exhibit” prepared by Maerstan, PLLC, dated 3/xx/2026, attached to this Exhibit B, reference to which is hereby made for a more particular description.