

FOR REGISTRATION
J. David Granberry
REGISTER OF DEEDS
Mecklenburg County, NC
2016 MAY 24 10:15:44 AM
BK:30844 PG:192-195
FEE:\$26.00
EXCISE TAX: \$14.00
INSTRUMENT # 2016063390
YISRASB



Returned to customer

EASEMENT AGREEMENT

NC Excise Tax **\$14.00**

STATE OF NORTH CAROLINA

PROJECT NAME: **8" San. Sewer Easement & 6" Water Easement to serve Home Place**

COUNTY OF MECKLENBURG

PROJECT NO: **PM00115127**

PARCEL NO.: **01**

A Portion of Tax Lot Number: **227-051-29** Property Address: **1212 Home Place-**

Brief Description for the Index: **See Attached Map.**

THIS GRANT OF EASEMENT is made this **7th** day of **April, 2016** by and between **William M. Kelso AKA William M. Kelso II and wife, Marcie D. Oberndorf-Kelso** (hereinafter referred to as GRANTOR) and the CITY OF CHARLOTTE, a municipal corporation, 600 East Fourth Street, Charlotte, North Carolina 28202, Mecklenburg County, North Carolina (hereinafter referred to as 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, said Grantor owns a certain tract of land ("Tract") in or near the City of Charlotte, County of Mecklenburg, North Carolina, the same being the land conveyed to Grantor, by deed recorded in Book **11357**, Page **337** in the office of the Register of Deeds of Mecklenburg County; and

NOW THEREFORE said GRANTOR for good and valuable consideration to be paid by the City of Charlotte, the GRANTOR, has bargained and sold, and by these presents does bargain, sell, and convey to said GRANTEE and its successors a non-exclusive, perpetual easement (the "Permanent Easement"), for the purpose of laying, constructing, and maintaining a sanitary sewer line(s), and/or water line(s)/meter(s) in connection with the above-referenced public project and described as follows:

THAT PORTION of land so labeled on the map attached hereto and incorporated herein by reference, said map having been prepared by or for the City of Charlotte.

And, a Temporary Construction Easement, if applicable as noted below:

N/A In addition, said GRANTOR, for good and valuable consideration, receipt of which is acknowledged, has granted, and by these presents does grant to said GRANTEE and its successors a Temporary Construction Easement (“TCE”) for the purpose of laying and constructing the public project referenced above, which TCE is located in that certain portion of the Tract in or near the City of Charlotte, County of Mecklenburg and State of North Carolina, and described as follows:

THAT PORTION of the Tract labeled “Temporary Construction Easement” or “TCE” on the map attached hereto as Exhibit A and incorporated herein by reference, said map having been prepared by or for the City of Charlotte.

The TCE granted in the immediately preceding paragraph, if any, shall take effect upon the beginning of this project’s construction on the above named parcel, and shall have a duration of N/A year(s); and the parties hereto further covenant and agree that upon the expiration of the TCE as herein provided, the GRANTEE or its Contractor shall have no further obligations to maintain or rights to enter upon the TCE described herein.

GRANTOR understands and agrees that the consideration amount covers and includes all improvements located within the easement area or areas unless stated otherwise.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the Permanent Easement 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 sanitary sewer line(s), water line(s), or meter(s) for which the Permanent Easement is granted. If adequate access is not provided by established means of approach, the GRANTOR shall be compensated for any damage resulting at any time from the exercise of the right of ingress, egress, and regress hereby granted. In the event of disagreement at any time as to the amount of any such damage, one arbitrator shall be selected by the GRANTOR, one by the GRANTEE, and a third, if necessary, by the two so selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this Permanent Easement. In addition, no permanent structure of any kind shall be erected over or across the TCE for so long as such TCE remains in effect. For purposes of this document, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Permanent Easement or TCE (for so long as such TCE remains in effect).

GRANTOR understands that this property is being acquired for a construction project of the GRANTEE and agrees that construction may begin on said property upon execution of this Agreement. It is further agreed that commencement of construction on said property prior to receiving compensation shall not be deemed as trespass and GRANTOR shall waive claim of trespass on said property.

GRANTOR, his heirs and assigns, hereby covenants to and with the GRANTEE that GRANTOR is the owner of the hereinabove-described property, and that GRANTOR has the right to convey these temporary and/or permanent easements.

TO HAVE AND TO HOLD the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his hand and seal, the day and year first above written.

William M. Kelso (SEAL)
William M. Kelso AKA William M. Kelso II
Marcie D. Oberndorf-Kelso (SEAL)
Marcie D. Oberndorf-Kelso

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Joshua G. Frey, a Notary Public of Davidson County, State of North Carolina, do hereby certify that William M. Kelso AKA William M. Kelso II and wife, Marcie D. Oberndorf-Kelso (Collectively, the "Signatory") personally appeared before me this day and acknowledged the 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 they voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated.

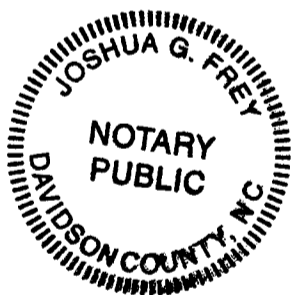
Witness my hand and official stamp or seal this 7th day of April, 2016.

Joshua G. Frey
Notary Public

Print Name: Joshua G. Frey

My Commission Expires: 01/11/2020

[NOTARY SEAL] (MUST BE FULLY LEGIBLE)



1200
 CHARLES D &
 ANGELA J. KNIGHT
 DEED REF: 25791-274
 TAX PARCEL NO.
 227-043-14

1220
 RICIA A. BIASUCCI &
 NOEL O. KIRILA
 DEED REF: 27880-638
 TAX PARCEL NO.
 227-051-28

1212
 WILLIAM M. KEISO &
 MARCIE D. OBERNDORF-KEISO
 DEED REF: 11357-337
 TAX PARCEL NO.
 227-051-29

1115
 LESTER E. & VIRGINIA J. WRIGHT
 DEED REF: 4850-639
 TAX PARCEL NO.
 227-051-02

1116
 RICHARD D. DEVENZIO &
 LAURA R. JAMIESON
 DEED REF: 12125-241
 TAX PARCEL NO.
 227-051-30

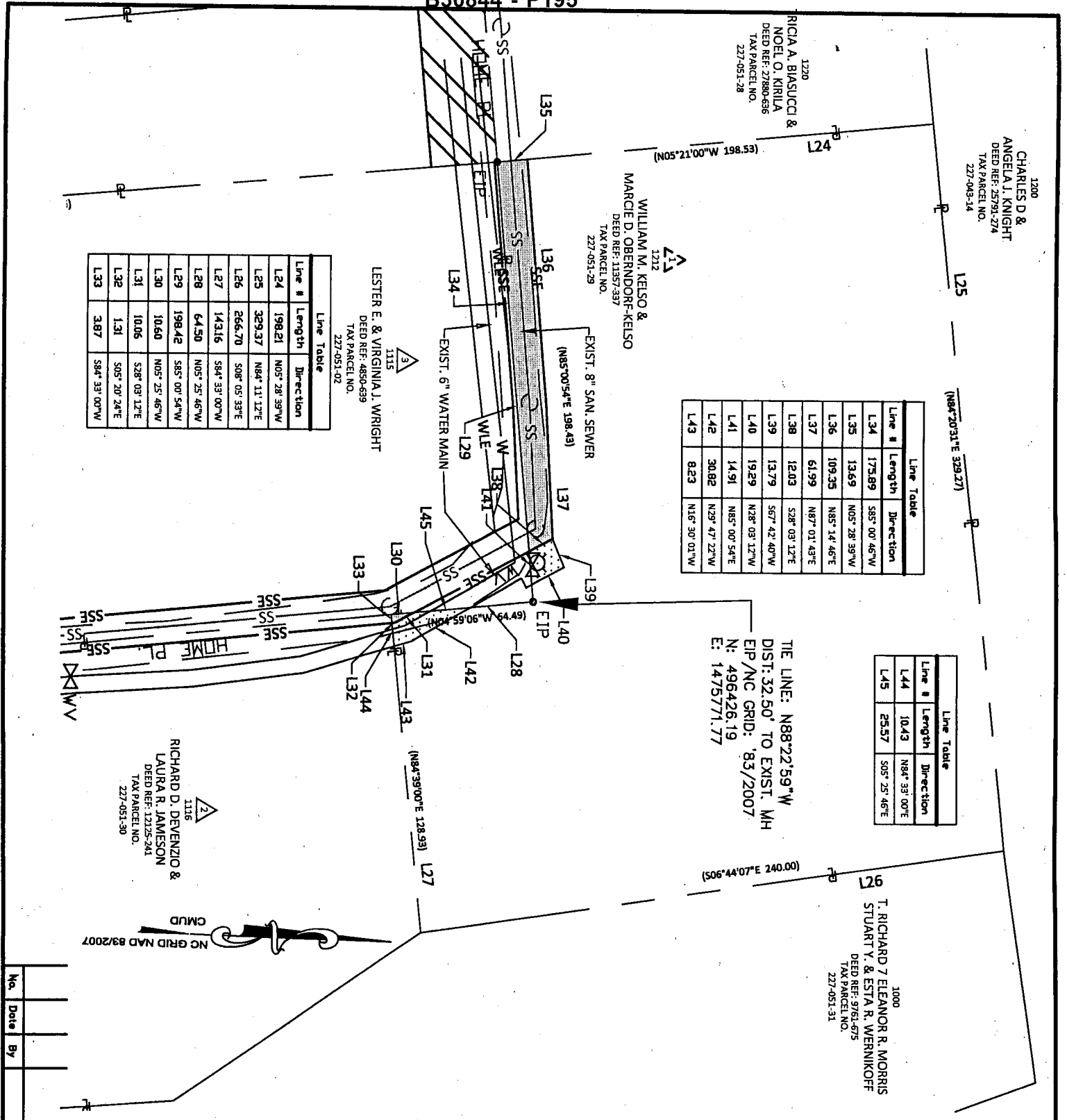
1000
 T. RICHARD 7 ELEANOR R. MORRIS
 STUART Y. & ESTA R. WERNIKOFF
 DEED REF: 9761-975
 TAX PARCEL NO.
 227-051-31

Line #	Length	Direction
L34	175.89	S85° 00' 46"W
L35	136.9	N05° 28' 39"W
L36	109.35	N85° 14' 46"E
L37	61.99	N87° 01' 43"E
L38	12.03	S28° 03' 12"E
L39	13.79	S67° 42' 40"W
L40	19.29	N28° 03' 12"W
L41	14.91	N85° 00' 54"E
L42	30.82	N29° 47' 22"W
L43	8.23	N16° 30' 01"W

Line #	Length	Direction
L44	10.43	N84° 33' 00"E
L45	25.57	S05° 25' 46"E

THE LINE: N88°22'59"W
 DIST: 32.50' TO EXIST. MH
 EIP / NC GRID: '83/2007
 N: 496426.19
 E: 1475771.77

Line #	Length	Direction
L24	198.21	N05° 28' 39"W
L25	329.37	N84° 11' 12"E
L26	266.70	S08° 05' 33"E
L27	143.16	S84° 33' 00"W
L28	64.50	N05° 25' 46"W
L29	198.42	S85° 00' 54"W
L30	10.60	N05° 25' 46"W
L31	10.06	S28° 03' 12"E
L32	1.31	S05° 20' 24"E
L33	3.87	S84° 33' 00"W



LEGEND

- MON - R/W MONUMENT
- EIP - EXISTING IRON PIN
- PERMANENT WATER EASEMENT
- PERMANENT SEWER EASEMENT
- RIGHT-OF-WAY
- PROPERTY LINE
- PERM. SEWER EASE.
- PERM. WATER EASE.

NOTE: Property corners shown circled were located by actual survey. All distances are measured horizontal distances unless otherwise noted.
 Bearing and distance shown in () parentheses are based on record deed information. Those not in parentheses () are project information. Bearings are based on:

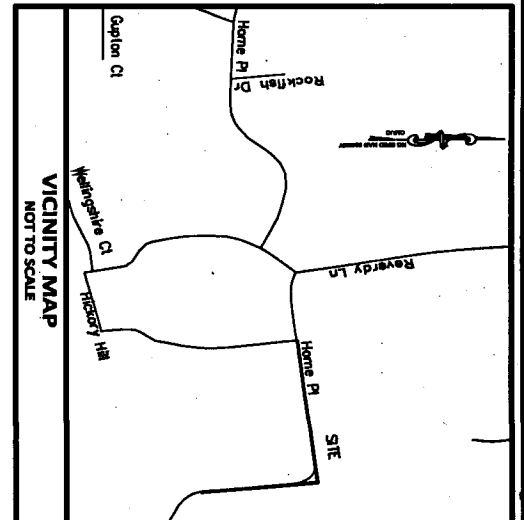
NAD 83 (2007)

This map was prepared for the purpose of right-of-way or easement acquisition only, and is not intended to be a boundary survey of the property shown.
 I, Geo. Lyle Pace, certify that this map was drawn under my supervision from an actual field survey made by the Charlotte-Mecklenburg Utility Department.

PROFESSIONAL SEAL
 NORTH CAROLINA
 Lyle Pace
 4/15/13
 STATE OF NORTH CAROLINA
 COUNTY OF MECKLENBURG
 I, Kimberly S. Gilbride, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR INSTRUMENT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND MEASUREMENTS FOR RECORDING.
 Kimberly S. Gilbride 4/15/13
 REVIEW OFFICER
 DATE

AREA TABLE

	S.F.	ACRE
TOTAL AREA:	76072	1.75
AREA REMAINING:	76072	1.75
PERMANENT SEWER EASEMENT:	2275	0.05
PERMANENT WATER EASEMENT:	461	0.01
TOTAL PERMANENT EASEMENT:	2736	0.06



No.	Date	By

CHARLOTTE WATER
 CHARLOTTE, NORTH CAROLINA

8" SAN. SEWER EASE. & 6" WATER EASE. TO SERVE HOME PLACE

OWNER: WILLIAM M. KEISO
 TAX PARCEL 227-051-29

Job No. 448
 File No. 70303001-15-027
 Scales: 1" = 60'
 PLAN
 PROFILE: Hor. N/A, Vert. N/A

AS BUILT: _____ Date: _____
 EKI: _____
 Surveys By: _____
 Designed By: _____
 Drawn By: JAG
 Project-Eng: _____
 Approved By: _____ Date: _____

Sheet 1 of 1