
ABOVE SPACE FOR RECORDER'S USE

Prepared by and return to:

Johnston Allison & Hord, P.A. (JRB)
1065 E Morehead Street
Charlotte, NC 28204

Tax Parcel No.: 205-041-31
Property Address: N/A
Description for Index: Easement

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

DEED OF EASEMENT

THIS DEED OF EASEMENT (this "Easement"), is made as of September 19, 2024, 2024 (the "Effective Date"), by MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC., a North Carolina Non-profit Corporation ("Grantor"), to and for the benefit of the TOWN OF PINEVILLE, a North Carolina municipality ("Grantee"). Each of Grantor and Grantee may be individually referred to as a "Party" and collectively as the "Parties". 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.

RECITALS:

A. Grantor is the owner of fee simple title to that certain real property located in Mecklenburg County, North Carolina, identified as Tax Parcel No. 205-041-31 and being more particularly described in the deed recorded in Deed Book 33130, Page 325 of the Mecklenburg County Public Registry (the "Grantor Property").

B. Grantor has agreed to grant to Grantee certain easements on, over and across portions of the Grantor Property, together with such rights and obligations more particularly described in this Easement, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees and declares that the Grantor Property shall be held, sold and conveyed subject to this Easement, which shall run with the title to the Grantor Property and shall be binding upon the Parties and all persons and entities now or hereafter having any right, title or interest in the Grantor Property, and their heirs, successors, successors in title and assigns.

1. PERMANENT UTILITY EASEMENT. Grantor hereby grants to Grantee, a non-exclusive permanent utility easement (the “**Utility Easement**”) over the Grantor Property, which Utility Easement is more particularly described in Exhibit A attached hereto and incorporated herein by reference, and which Utility Easement is also depicted on that certain Easement Plat attached hereto as Exhibit B and incorporated herein by reference (collectively, the “**Utility Easement Area**”), for the purposes of locating, laying, constructing, operating, repairing, maintaining, inspecting, testing, reconstructing, extending, altering and enhancing certain electric and/or power utility lines (and which may also include water, sewer, phone, cable, internet and/or gas utility lines or conduit) (the “**Utility Lines**”), and all pipes, taps, appliances, and/or appurtenances thereto, including but not limited to poles, crossarms, wires, guys, anchors, cables, manholes, conduit and/or vents, (collectively, including the Utility Lines, the “**Facilities**”), together with the right to locate, lay, construct, operate, repair, maintain, inspect, test, reconstruct, extend, alter and enhance the Facilities within the Utility Easement Area, along with the right at all times of ingress, egress and regress over, across and upon the Utility Easement Area and access to the Facilities for the purposes set forth herein, including, without limitation, to inspect the Facilities, make repairs, enhancements or alterations, and to clear trees, structures, or other obstructions in the Facilities, or within the Utility Easement Area that may, in Grantee’s discretion, endanger or interfere with the proper construction, maintenance, repair, or operation of the Facilities, including the right to trim or remove and keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Utility Easement Area which, in the opinion of Grantee, might interfere with or fall upon the Utility Lines and/or Facilities within the Utility Easement Area. It is further understood and agreed between the Parties that Grantee shall have the right of pedestrian and vehicular access to and from the Utility Easement Area over the Grantor Property adjacent to, or in the vicinity of, the Utility Easement Area as may be reasonably necessary for Grantee to exercise the rights granted herein and no such entry shall be deemed a trespass. Any damage that may occur outside the Utility Easement Area to fences, buildings or other structures resulting from Grantee’s exercise of the right to ingress, egress and regress will be repaired by Grantee.

2. PERMANENT ACCESS EASEMENT. In addition, and together with the Utility Easement, Grantor hereby grants to Grantee, its agents and contractors, a non-exclusive permanent access easement (the “**Access Easement**”) over the Utility Easement Area for the purpose of providing pedestrian and vehicular access, ingress and egress over, upon and through the Grantor Property as may be needed for the purposes and to exercise those rights set forth in the Easement.

The Utility Easement and the Access Easement, shall collectively be referred to herein as the "Easements".

3. OBSTRUCTION. Grantor shall not erect or construct, or cause to be erected or constructed, any fence, wall, curb, barrier or other permanent improvement within the Utility Easement Area that will in any manner interfere with or restrict the complete use and enjoyment of the Easements granted hereunder. Grantor shall not remove, replace, or alter the Facilities, or other lines, infrastructure or facilities located within with the Utility Easement Area without the prior written approval of Grantee.

4. DUE AUTHORITY. Grantor acknowledges and warrants that it is fully authorized and empowered to execute this Easement by and through the individual(s) executing below. **TO HAVE AND TO HOLD** the Easement unto Grantee and Grantee's successors, assigns, for the aforesaid uses and purposes and none other. **AND** Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Easements located on the Grantor Property unto the said Grantee and Grantee's successors and assigns, against it and its successors and all other persons whosoever lawfully claiming, or to claim the same, or any part thereof.

[Signature(s) appears on following page]

IN WITNESS WHEREOF, Grantor has executed this Easement to be effective as of the Effective Date.

GRANTOR:

MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC., a North Carolina non-profit corporation

By: Krishna Y. McVey
Name: Krishna Y. McVey
Title: President HOA Board of Directors

STATE OF North Carolina

COUNTY OF Mecklenburg

I, a Notary Public of the aforesaid County and State, do hereby certify that Krishna McVey, as President of MCCULLOUGH NEIGHBORHOOD ASSOCIATION, INC., a North Carolina non-profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of said company for the purpose stated herein and in the capacity indicated.

Witness my hand and official seal this the 19th day of September, 2024.

Sissy G. Eaton
Notary Public

Print Name: Sissy G. Eaton



Commission Expires: 5-13-2029

EXHIBIT A

Legal Description of Utility Easement Area

Commencing at S.C.G.S. Monument "ONCLW6", said monument having North Carolina State Plane Coordinates of N:493,120.51 E:1,426,252.18 (NAD83/2011, CF: 0.99985203), thence with a bearing of S 38°10'36" E and a distance of 952.00' to a set rebar on the westerly margin of the right of way of Miller Rd (S.R. 3644), being the point of BEGINNING; thence following the margin thereof with a bearing of S 12°54'35" E and a distance of 24.74' to a point on the northerly margin of the 68' Duke R/W recorded in Deed Book 3108 Page 33; thence following the margin thereof with a bearing of N 84°05'29" W and a distance of 35.92' to a point; thence leaving said margin with a bearing of N 12°54'35" W and a distance of 25.33' to a point; thence with a bearing of S 83°12'27" E and a distance of 36.11' to a point; being the point of BEGINNING, having an area of 0.020 acres, more or less, as shown on a survey by Carolina Surveyors, Inc.