

Prepared by and return to: Jesse Derouin  
220 Seneca Rd.  
Greensboro, NC 27406

STATE OF NORTH CAROLINA

**EASEMENT AGREEMENT FOR  
SANITARY SEWER SYSTEM**

COUNTY OF GUILFORD

THIS EASEMENT AGREEMENT FOR SANITARY SEWER SYSTEM (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by GUILFORD COUNTY, a North Carolina body politic and corporate (the "Grantor") to CITY OF BURLINGTON a North Carolina body politic and corporate (the "Grantee").

**STATEMENT OF BACKGROUND**

WHEREAS, Grantor owns that certain real property described in Deed Book 8882, Pages 2151-57 and Deed Book 3851, Pages 1213-15, Office of the Register of Deeds of Guilford County, and located at 6594 Judge Adams Road Whitsett, Guilford County, North Carolina, being further identified as Guilford County Parcel (s) Identification Number 106326 and 106329 (the "Grantor's Tract"); and

WHEREAS, Grantee has requested that Grantor agree to grant Grantee an easement for the purpose of permitting Grantee to install a sanitary sewer line on the Grantor's Tract in order to provide sanitary sewer service, and Grantor has agreed to grant such easement in accordance with the terms and conditions set forth herein.

WHEREAS, this Agreement has been approved by the governing boards of Grantor and Grantee, in accordance with N.C.G.S. § 160A-274.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Sewer Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (the "Sewer Easement") over, under and across Grantor's Tract for the purposes of installing, operating, maintaining, repairing and replacing a sanitary sewer line (the "Sewer Line") and any related facilities, equipment and systems (the "Facilities") on the Grantor's Tract.

2. Location of Easement. The Sewer Easement shall have a width of twenty (20) feet and be in the location shown on **Exhibit A**, attached hereto.

3. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee a temporary, non-exclusive ten (10) foot wide construction easement (the "Construction Easement") over and upon Grantor's Tract adjacent to the northern-most side of the Sewer Easement within an area and width as shown on **Exhibit B** attached hereto. The Construction Easement shall run parallel with the southernmost side of the Sewer Easement for purpose of moving and storing construction materials, access by vehicles and all other activities necessary or appropriate in connection with the installation of the Sewer Line and Facilities. The foregoing Construction Easement shall terminate upon the final completion of the installation of the Sewer Line and Facilities. Grantee shall restore the property within the Sewer Easement, including the Construction Easement, to its now current condition, immediately following the final completion of the installation of the Sewer Line and Facilities and immediately following any subsequent repairs and/or maintenance thereto.

4. Use of Easement by Grantor. Grantor retains the right to use the Grantor's Tract for any and all purposes as long as its use thereof does not have a material adverse effect on the use and enjoyment of the Sewer Easement for the purpose of Grantee's provision of sanitary sewer services. Grantor shall not construct any buildings or structures on or within the Sewer Easement. Grantor agrees to cooperate with Grantee and to execute such additional documents as may be required in order to dedicate to public use the Sewer Easement, Sewer Line and Facilities.

5. Indemnification. Grantee agrees to defend and indemnify, at Grantee's own cost and expense (without prejudice to the right of Grantor to defend at the reasonable expense of the Grantee if the Grantor elects), Grantor and its agents, officers, employees, and representatives from and against any and every claim, suit, action or proceeding arising out of the construction, maintenance, presence, and/or repair of the Sewer Line and Facilities, including but not limited to all attorney's fees and other costs of defense thereto.

6. Grantor's Ownership. The Grantor makes no warranty, express or implied, as to the title to the Grantor's Tract, including the land to be occupied by the Sewer Easement and the Construction Easement.

7. Intentionally Deleted.

8. Counterparts. This Agreement may be executed by the parties hereto in multiple counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

9. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. The rights and obligations herein shall run with the Grantor's Tract and Grantee's Tract, and shall be binding upon Grantor, Grantee and their respective successors and assigns. This Agreement may not be modified except by written agreement signed by both parties. This Agreement shall be recorded in the Office of the Register of Deeds of Guilford County.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

**GRANTOR:**

**GUILFORD COUNTY,**  
a North Carolina body politic and corporate

By: \_\_\_\_\_  
Jason Jones Date  
Assistant Guilford County Manager

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

I certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_.

Date: \_\_\_\_\_  
Official Signature of Notary  
(Official Seal)

\_\_\_\_\_, Notary Public  
Printed or typed name

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Eric Hilton Date  
Guilford County Department Director/Designee

\_\_\_\_\_  
Robin B. Keller Date  
Guilford County Clerk to Board

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

**GRANTEE:**

CITY OF BURLINGTON,  
a North Carolina body politic and corporate

By: 

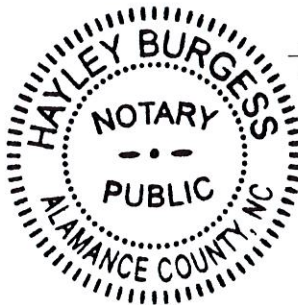
Name: Craig Honeycutt  
Title: City Manager

STATE OF NORTH CAROLINA  
COUNTY OF Alamance

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: 7-22-2025

Official Signature of Notary  
(Official Seal)

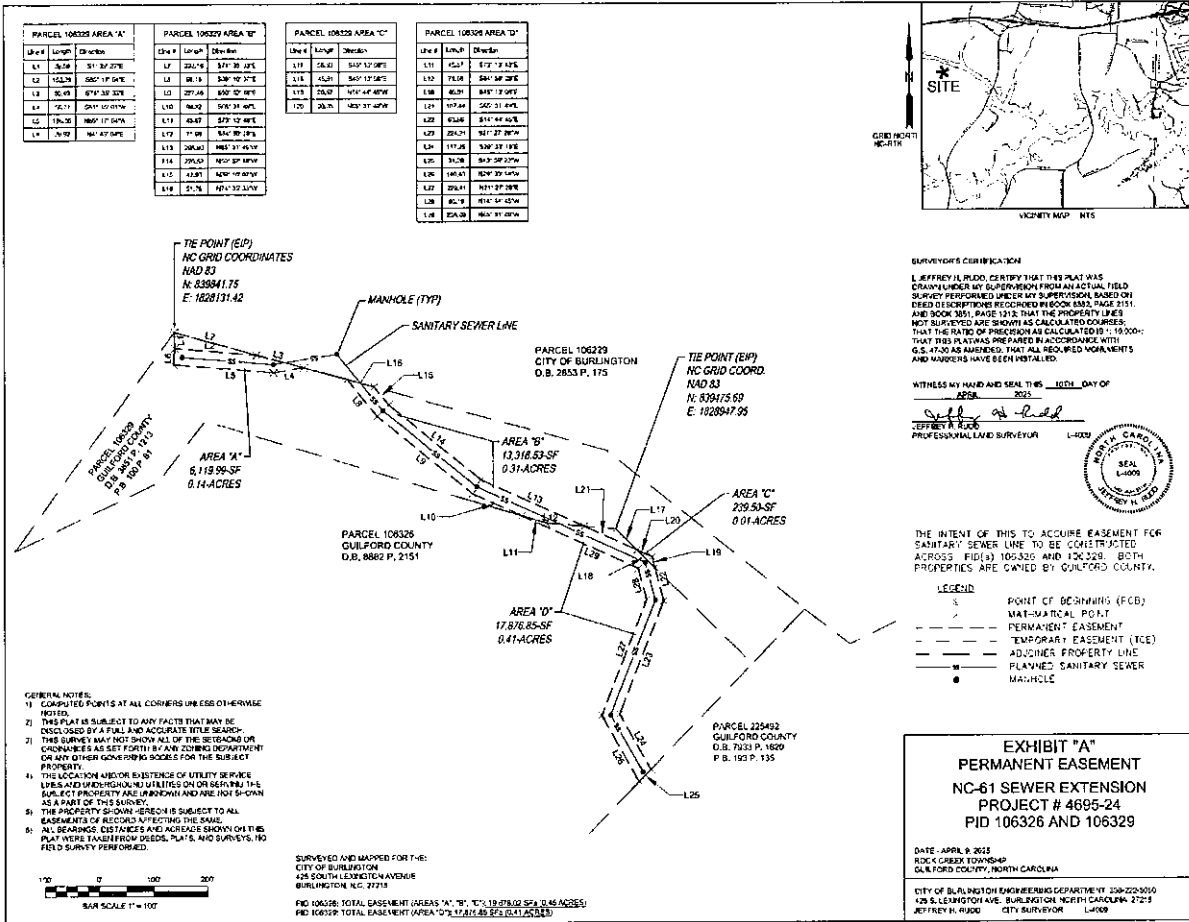




Hayley Burgess, Notary Public  
Printed or typed name

My commission expires: 2-10-2030

# Exhibit A



# Exhibit B

