

BK: R 8003
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BY: JANE SCHULTZ
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2017069469
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$1.00

68
Revenue Stamps \$1.00

Prepared By and Mail To: Elizabeth M. Koonce, Esquire
ROBERSON HAWORTH & REESE, P.L.L.C.
Post Office Box 1550
High Point, North Carolina 27261

STATE OF NORTH CAROLINA
GUILFORD COUNTY

CITY OF ARCHDALE, NC
PROJECT: 16-INCH FORCE MAIN, WEANT ROAD
EASEMENT #24

UTILITY EASEMENT TO THE CITY OF ARCHDALE

THIS EASEMENT AGREEMENT made this the 4th day of August, 2017, by and between Betty L. Shackelford, widow, 4501 Shannon Lakes Dr. Tallahassee, FL 32309, Charles A. Shackelford, Jr., unmarried, 1208 Bevis Dr. Charlotte, NC 28209 and Lorraine Shackelford-Giddens and husband, David M. Giddens, 4300 Kingsland Dr. Greensboro, NC 27455, hereinafter called "Grantor", whether singular or plural, and the City of Archdale, a municipal corporation of Randolph County and Guilford County, North Carolina, hereinafter called "Grantee". P.O. Box 14068, Archdale, NC 27263

WHEREAS, the Grantor is the owner of certain real property as described in that Deed recorded in Book 3164, at Page 965, Guilford County Registry; and

WHEREAS, the Grantee has requested that the Grantor grant a temporary construction easement and a permanent easement to the Grantee for the construction, installation, maintenance, repair and replacement of utility lines and pipes, including lines and pipes for water and sewer, across the property of Grantor; and

WHEREAS, the Grantor acknowledges that certain benefits will flow both to the lands of the Grantor and other lands when served by the installation of said utility lines upon or in the vicinity of said property of the Grantor; and

WHEREAS, the Grantor desires to grant the temporary construction easement and the permanent easement as described herein to Grantee upon the terms and conditions set forth herein.

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NOW, THEREFORE, the Grantor, for and in consideration of said benefits and further consideration of \$ **128.68**, and other valuable considerations to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the City of Archdale, its successors and assigns, a permanent easement in perpetuity for the placement, installation, maintenance, repair and replacement of utility lines, including sewer and water lines and pipes, with the right to construct, repair, maintain, inspect, operate, protect, and replace said utility lines and pipes upon, over, across and under that portion of the lands of the Grantor located in Jamestown Township, Guilford County, North Carolina, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof the same as if fully set out herein.

A temporary construction easement is also given, granted and conveyed by Grantor to Grantee as described on **Exhibit A** attached hereto for the purposes hereinabove expressed.

The easements conveyed herein are given and granted together with the right of ingress and egress on, over and across the land of the Grantor for construction, maintenance, repair and replacement of said utility lines and pipes.

The Grantor shall not impound water or construct buildings or other immovable structures upon the permanent easement as described and granted herein, but the Grantor shall retain fee ownership of said land subject to the easement and shall have the right to plant crops and grasses or make other use of said easement area such as will not interfere with or conflict with the use of said permanent easement by the Grantee.

Grantor certifies to Grantee that Grantor is not identified on any list compiled by the North Carolina State Treasurer pursuant to Section 147-86.58 of the Iran Divestment Act of 2015.

The Grantor hereby releases the Grantee, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility lines and pipes across and through the lands of the Grantors.

The terms, covenants and provisions of this permanent and temporary construction easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of all parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement to the City of Archdale and its successors and assigns, so long as said right-of-way and easement are used for the purposes granted herein,

The Grantor warrants that the Grantor owns said land in fee simple, and has the right to convey the easement right-of-way stated herein.

Special Provisions:

It is understood and agreed that the total consideration for this easement set forth above, \$128.68 shall be paid to Betty L. Shackelford, and the grantors shall have no claim against the City of Archdale as a result of said action

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IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their signature and adopted the word (SEAL) as his/her/their legal seal for the purposes hereinabove set forth, as of the day and year first above written.

GRANTOR:

Betty L. Shackelford (SEAL)
Betty L. Shackelford

STATE OF Florida

COUNTY OF Leon

I, Gail S. McDonald a Notary Public in and for the County of Leon, said State, do hereby certify that Betty L. Shackelford personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and notarial seal, this the 4th day of August, 2017.

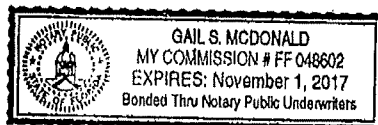
Gail S. McDonald
Notary Public

Gail S. McDonald
Typed or Printed Name of Notary Public

My Commission Expires:

11/1/17

[OFFICIAL SEAL]



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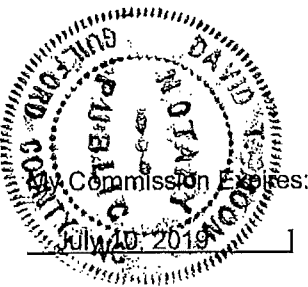
 (SEAL)
Charles A. Shackelford, Jr.

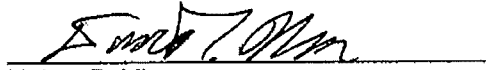
STATE OF North Carolina

COUNTY OF Guilford

I, David T. Moon, a Notary Public in and for the County of Guilford, said State, do hereby certify that Charles A. Shackelford, Jr. personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and notarial seal, this the 28th day of April, 2017.




Notary Public

David T. Moon
Typed or Printed Name of Notary Public

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Lorraine Shackelford-Giddens (SEAL)

Lorraine Shackelford-Giddens

David M. Giddens (SEAL)

David M. Giddens

STATE OF North Carolina

COUNTY OF Guilford

I, David T. Moon, a Notary Public in and for the County of Guilford, said State, do hereby certify that Lorraine Shackelford-Giddens and David M. Giddens personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:



David T. Moon
Notary Public

David T. Moon
Typed or Printed Name of Notary Public

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Exhibit A

Permanent Utility Easement No. 24

To: City of Archdale, Guilford County, North Carolina

Grantor: Betty L. Shackelford, widow, Charles A. Shackelford, Jr., unmarried, and Lorraine Shackelford-Giddens and husband,

David M. Giddens

Tax Parcel Id No. 7729301686

Deed Book 3164, Page 965

Being a permanent easement 10.00 feet in width along the property's frontage with the 60-foot right-of-way of Weant Road, the same being the west side of the following described line.

Beginning in the southern line of that property as described in deed book 3164, page 965 as recorded in the Guilford County Register of Deeds, point also being in the west margin of the Weant Road right of way, 30 feet left of centerline of Weant Road, approximate centerline station 74+80 of Plans entitled "16-inch Force Main, Weant Road" prepared by Jamestown Engineering Group, Inc., Job No. 2015004 for the City of Archdale, NC; thence in a northerly direction along a line 30 feet west of the centerline of Weant Road approximately 75 feet, to a point in the south line of the deed of easement as recorded in deed book 2902, page 173, at which point said deed of easement extends road right of way to 50 feet from centerline of Weant Road, point also being 30 feet left of approximate centerline station 75+55 of said plans; permanent easement containing 750 square feet, more or less.

Together with any rights, for easement purposes, of any property within the 60 foot state claimed right of way.

Together with an additional 5-foot wide temporary construction easement along the west side of the 10 foot permanent easement and running from the south line of that property as described in deed book 3164, page 965 to the south line of the deed of easement as recorded in deed book 2902, page 173, to exist during the period of construction only.