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BY: SHERRY W FARMER

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2017015200

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$28.00

STATE OF NC

REAL ESTATE

EXTX \$2.00

Revenue Stamps \$ 2.00

Prepared By ~~and Mail To:~~ *p/u* 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 #25B

UTILITY EASEMENT TO THE CITY OF ARCHDALE

*5*  
THIS EASEMENT AGREEMENT made this the 23<sup>rd</sup> day of January, 2017, by and between Coastal Business Partners, LLC, a North Carolina limited liability company, 1771 NC Highway 62 West, Archdale, NC 27263, 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". 307 BALFOUR Dr., ARCHDALE, NC 27263

WHEREAS, the Grantor is the owner of certain real property as described in that Deed recorded in Book 6061, at Page 722, 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.

(the rest of this page intentionally left blank)

**NOW, THEREFORE**, the Grantor, for and in consideration of said benefits and further consideration of \$ 1000.00, 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.

(the rest of this page intentionally left blank)

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:

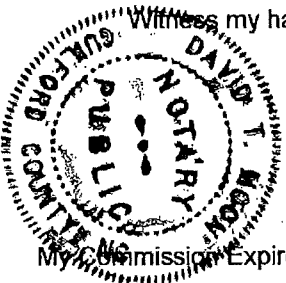
Coastal Business Partners, LLC, a North Carolina limited liability company

By: D. Kim Angel (SEAL)  
D. Kim Angel Manager

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 D. Kim Angel, Manager of Coastal Business Partners, LLC, a North Carolina limited liability company personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.



My Commission Expires:

7-10-2019

[OFFICIAL SEAL]

Witness my hand and notarial seal, this the 23<sup>rd</sup> day of January, 2017.  
David T. Moon  
Notary Public

David T. Moon  
Typed or Printed Name of Notary Public

Exhibit A

Permanent Utility Easement No. 25B

To

City of Archdale  
Guilford County, North Carolina

Grantor: Coastal Business Partners LLC  
Tax Parcel Id No. 7729315666  
Deed Book 6061, Page 722

Being a permanent easement along the property's frontage with the 100-foot right-of-way of Weant Road, more particularly described as:

Beginning at a point (formerly marked by a concrete monument) being the northeast most corner of Lot #1 of plat book 140, page 75 of the Guilford County Register of Deeds, said point being in the southern right of way of Highway #62, point also being in the west margin of the Weant Road right of way, 50 feet left of centerline of Weant Road, approximate centerline station 88+55 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 along the east line of said Lot #1 and with the right of way of Weant Road, a line 50 feet west of the centerline of Weant Road South 25 Degrees, 46 Minutes, 10 Seconds West to an existing concrete monument found, point also being 50 feet left of approximate centerline station 86+10 of said plans; thence North 23 Degrees, 25 Minutes, 45 Seconds

East, 243.08 feet, to a point in the north line of said Lot #1 and in the south right of way of Highway 62; thence with the north line of said Lot #1, South 71 Degrees, 11 Minutes, 58 Seconds East, 10 feet to the point of beginning being a permanent easement containing 1,211 square feet, more or less.

Together with an additional 5-foot wide temporary construction easement along the west side of the herein described permanent easement to exist during the period of construction only.

For further reference, see drawing under Job No. 2015004 entitled "Weant Road Utility Easement Strip Maps" dated September, 2015, Easement No. 25B, which is filed with the City of Archdale's Planning Department, Records Section.

09/15

JEG, INC.