DRAWN BY & MAIL TO:

MacNeill Bailey & Carlino, PLLC

6743 Fairview Road
Suite A
Charlotte, NC 28210

STATE OF NORTH CAROLINA

)

DEED OF EASEMENT

COUNTY OF MECKLENBURG

THIS DEED OF EASEMENT is made this \_\_ day of \_\_\_\_\_\_, 2016, by and between the Town of Huntersville, a North Carolina Municipal Corporation, through its Engineering & Public Works Department, (herein, "Grantors") and Ricardo DeSoto (herein, "Grantee"), and their respective heirs, successors and assigns.

## **RECITALS**:

- A. Grantors are the owners of certain land in Mecklenburg County designated as a Public Right of Way known as Vanguard Parkway as shown on the Map hereinafter referred to.
- B. Grantors have agreed to convey an easement to Grantee for ingress, egress, regress, and the construction and development of a wooden stairway that serves as the primary entrance into the home constructed on Lot 60 within the Vermillion Community as shown on a Map recorded in Map Book 55, Page 797 and is also known as 10246 Vanguard Parkway, Huntersville, NC 28078.
- C. To that extent Grantors agree to and do hereby convey to Grantee an easement for the limited purposes set forth herein over and upon that portion of the Vanguard Parkway shown on the attached Exhibit A as that area shown as "wooden steps" (the "Easement Area"), all on the terms and conditions hereinafter set forth.

## SEE ATTACHED EXHIBIT A

NOW, THEREFORE, for and in consideration of the Recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell and convey to Grantee an easement upon and across the Easement Area to provide Grantee a right of way over and upon Grantors' lands and for the construction, maintenance, repair, replacement, ingress and egress for wooden stairs and for no other purpose.

TO HAVE AND TO HOLD the aforesaid easement and rights to Grantee, its successors and assigns in title forever, subject to the following terms and conditions:

- 1. The easement shall be perpetual, except as limited hereafter, and shall run with the lands as an appurtenance to the aforesaid Lot 60. The terms and obligations of this Agreement shall be binding upon and inure to the benefit of Grantee and his heirs, successors and assigns as owners of the aforesaid Lot 60. Should the Easement Area ever be abandoned and no longer used as the site of the encroaching wooden stairs or their replacements, then this Easement shall cease and revert to Grantor.
- 2. Grantee shall have the free and unfettered right of ingress and egress across said easement for the construction, support, maintenance, preservation of said wooden stairs and any replacement thereof.
- 3. Grantee agrees to keep the wooden stairs that lie within the easement area in good repair and agrees to be solely responsible for all maintenance of such.
- 4. Grantee, for himself and his heirs, successors and assigns, agrees to indemnify and hold harmless the Grantor from and against any and all liabilities, claims, suits, actions, losses, damages, penalties, costs and expenses, including reasonable attorney's fees, arising out of or as a result of the granting, existence and use of this Easement and

Easement Area.

5. Grantee agrees that the Grantor shall have access as needed over the granted Easement Area for maintenance and repair of the Vanguard Parkway right of way.

IN TESTIMONY WHEREOF, the Parties have hereunto set their hand and seal, the day and year first above written.

	GRANTORS:
	TOWN OF HUNTERSVILLE
	(SEAL)
ATTEST:	
Town Clerk	
	GRANTEE:
	(SEAL)
	CERTIFICATE
STATE OF	_
COUNTY OF	_
pers	te and county shown above certify that onally appeared before me this day and acknowledged that
s/he is the	of the TOWN OF HUNTERSVILLE execution of the foregoing instrument. Witness my hand and
Notary Public	(seal)
My Commission Expires:	

STATE OF	_
COUNTY OF	<u> </u>
, ,	and county shown above certify that Ricardo DeSoto y and acknowledged the due execution of the foregoing icial stamp or seal, this day of
Notary Public	(seal)
My Commission Expires:	