

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2020 Apr 21 04:13 PM RE Excise Tax: \$ 8.00
Book: 34492 Page: 635 - 641 Fee: \$ 26.00
Instrument Number: 2020055756

Fredrick Smith

Drawn by / mail to: David C. Dwyer, Esq.
Ruff, Bond, Cobb, Wade & Bethune LLP
Register of Deeds Box 24
Brief Index: Greenway Easement
Tax Parcel Number: Portion of 07114345
Revenue Stamps: ~~\$7.50~~ # 8.00

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

GREENWAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 21st day of April, 2020, by and between **FREDDIE LEE MUNGO** and spouse, **MELISSA MUNGO** (collectively, "Grantor"), and **MECKLENBURG COUNTY**, a political subdivision of the State of North Carolina ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Mecklenburg County, North Carolina, which property (a) consists of approximately 0.2361 acres (10,287 square feet), and (b) is more particularly described on the map attached hereto at Exhibit A, and labeled as the "Greenway Easement" thereon (the "Easement Area");

WHEREAS, Grantee is developing a county-wide plan for greenway, recreational, park and land preservation purposes along the various creeks, floodplains, and other areas in Mecklenburg County, including the Easement Area; and

WHEREAS, Grantor desires to grant to Grantee a perpetual non-exclusive easement over the Easement Area for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor hereby gives and grants unto Grantee a perpetual non-exclusive right and easement over the Easement Area for public active or passive green space, greenway, park, recreational, watershed or land preservation purposes, including the right to maintain and make improvements to the bank and bed of Stewart Creek. For purposes of this Agreement,

RBCWB: 199542

submitted electronically by "Ruff, Bond, Cobb, Wade & Bethune, LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

a greenway may include (but shall not be limited to) greenways, urban trails, bike lanes, sidewalks, and other public trail facilities, including (but not limited to) signage, lighting, vegetation and other infrastructure. Grantee shall have the right to grant easements or rights-of-way across the Easement Area for underground utilities or roadways incident to the use of the Easement Area solely for the primary purposes set forth above. Grantee shall have the sole right to promulgate rules and regulations for the reasonable use of the Easement Area by the public, provided the Easement Area is used for the purposes stated herein. If reasonable access to the Easement Area is otherwise unavailable, Grantor further grants unto Grantee reasonable access from time to time to the Easement Area over any remaining contiguous property owned by Grantor for the purpose of developing and maintaining the Easement Area (but not for public access) for the purposes set forth herein; provided, Grantee shall (a) to the extent possible, utilize existing roads for such purposes, (b) repair any damage resulting from such access, and (c) upon request of Grantor, execute a supplemental instrument delineating an appropriate access route to provide the agreed access.

GRANTOR AND GRANTEE, for themselves and their heirs, successors and assigns, further agree as follows:

1. Grantee shall be responsible, at its expense, for maintaining the Easement Area in a safe and clean condition in compliance with all applicable laws and in accordance with the purposes set forth herein, including construction and maintenance of a greenway trail, removal of trash, waste, litter, and cutting of grass within the Easement Area.

2. Grantor shall erect no permanent structure of any kind over or across the Easement Area, nor shall Grantor remove, replace, or alter the facilities, infrastructure, lighting, and vegetation within the Easement Area without the prior written approval of Grantee. For purposes of this document, "permanent structure" includes (but is not limited to) buildings, tennis courts, and swimming pools. Water shall not be ponded or impounded over or across the Easement Area, nor shall Grantor attempt to block or otherwise impede the natural flow of water. Grantor shall not take any action that would impede access to the Easement Area.

3. Grantor, for itself and its successors and assigns, reserves the right to grant easements or rights-of-way for utilities within the Easement Area for the benefit of Grantor's adjacent land, provided (i) Grantor provides Grantee no less than thirty (30) days' written notice prior to commencement by Grantor (or its contractors or subcontractors) of any new construction in the Easement Area, and (ii) such easements do not unreasonably interfere with the use of the Easement Area resulting from the implementation of such utilities. To the extent Grantor's grant of easements or rights-of-way for utilities within the Easement Area for the benefit of Grantor's adjacent land damages the greenway and/or the associated greenway facilities, Grantor shall promptly repair the greenway and/or associated greenway facilities to the specifications of Mecklenburg County Park and Recreation.

4. Grantee will, to the extent allowed by law, indemnify, protect and hold harmless Grantor and its successors and assigns from and against any and all loss, cost, damage and expense (a) arising from or out of the placement of any mechanics' or materialmen's liens upon Grantor's property by any parties employed or engaged by Grantee; and (b) arising from, out of or in connection with any actions taken by Grantee (or its employees) in the performance of the work described herein, including without limitation, claims by third parties, personal injury, death, or damage to property.

5. Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for restrictions, easements, rights-of-way and other matters of record.

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easement unto Grantee, its successors and assigns, for so long as said property is utilized by Grantee, its successors and assigns, for the purposes set forth herein.

IN WITNESS WHEREOF, the parties have executed this Greenway Easement Agreement the day and year first above written.

GRANTOR:

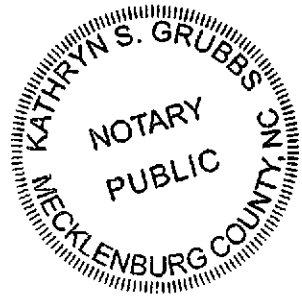
Freddie Lee Mungo
FREDDIE LEE MUNGO

Melissa Mungo
MELISSA MUNGO

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Kathryn S. Grubbs a Notary Public of the County and State aforesaid, certify that each of Freddie Lee Mungo and spouse, Melissa Mungo, () personally known to me, or (✓) proven by satisfactory evidence, personally appeared before me this day and voluntarily acknowledged the due execution of the foregoing instrument in writing, for the purposes therein expressed.

Witness my hand and notarial seal this the 21 day of April, 2020.



Kathryn S. Grubbs
Notary Public Kathryn S. Grubbs

My commission expires: 9-4-2022

GRANTEE:

MECKLENBURG COUNTY,
a political subdivision of the State of North Carolina

By: *Dena R. Diorio*
Name: Dena R. Diorio
Title: County Manager

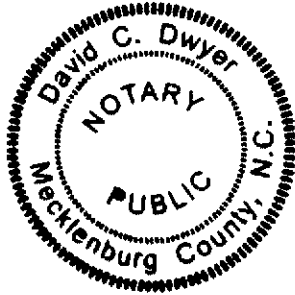
Approved as to Form:

D.C.D.
David C. Dwyer, Esq.
Ruff, Bond, Cobb, Wade & Bethune LLP
Counsel for Mecklenburg County

STATE OF *N.C.*
COUNTY OF *Mecklenburg*

This *20th* day of April, 2020, personally came before me Dena R. Diorio, who, being first duly sworn, says that she is the County Manager of Mecklenburg County, and that said writing was signed by her on behalf of Mecklenburg County by its authority duly given; and the said Dena R. Diorio acknowledged the said writing to be the act and deed of Mecklenburg County.

[Stamp/Seal]



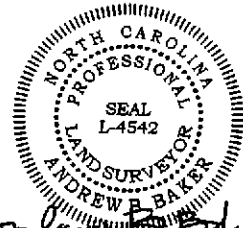
D.C.D.
Notary Public
Printed Name: *David C. Dwyer*
My Commission Expires: *11/4/2024*

Exhibit A

[Easement Area]

EXHIBIT MAP

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



DJH RAHLAN and wife, PLO KPA
DB 26682 PG 808
PART OF PARCEL 4
ELEANOR HEIGHTS
MB 4 P 511
PIN 071-143-49

ELEANOR HEIGHTS REVISION
LOT A BLOCK E
MB 38 PG 115

ELEANOR HEIGHTS
LOT 17 BLOCK E
MB 4 P 511

FREDDIE LEE MUNGO
DB 10436 PG 833
PIN 071-143-45

GREENWAY EASEMENT
10,287 SQ. FT.
0.2361 ACRES

LOT 3
MUNGO MINOR
SUBDIVISION
MB 39 P 541

N72°18'03"E
139.32'
TIE LINE

30' DEDICATED PUBLIC
INGRESS-EGRESS
RIGHT-OF-WAY
DB 2057 PG 35

45' PUBLIC
RIGHT-OF-WAY
MB 39 PG 541

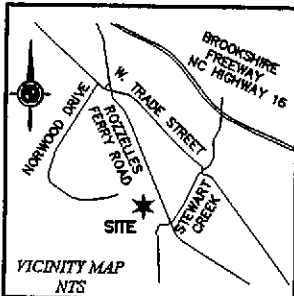
ROZZELLS
CIRCLE

KAREN C. SHAW
DB 28247 PG 802
PIN 071-143-42

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

NOTES:

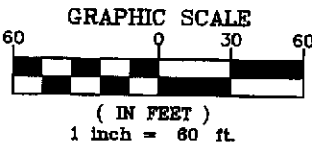
1. THIS IS NOT TO BE CONSIDERED A BOUNDARY SURVEY. THE PURPOSE OF THIS MAP IS FOR EASEMENT ACQUISITION ONLY.
2. PHYSICAL IMPROVEMENTS THAT EXIST THAT ARE NOT SHOWN HEREON.
3. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
4. AREAS CALCULATED BY COORDINATE COMPUTATION.



LINE	BEARING	DISTANCE
L1	N57°34'56"W	27.71'
L2	N79°01'31"W	54.55'

LEGEND:

- DB - DEED BOOK
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- MB - MAP BOOK
- N.G.S. - NATIONAL GEODETIC SURVEY
- PG. - PAGE
- PIN - PARCEL IDENTIFICATION NUMBER
- P.O.B. - POINT OF BEGINNING
- R/W - RIGHT-OF-WAY
- PROPERTY LINE (NOT SURVEYED)
- PROPERTY LINE (ADJACENT)
- RIGHT-OF-WAY (NOT SURVEYED)
- EXISTING EASEMENT
- GREENWAY EASEMENT



EASEMENT EXHIBIT MAP PREPARED FOR:
MECKLENBURG COUNTY

326 ROZZELL'S CIRCLE
RE: FREDDIE LEE MUNGO PROPERTY
CITY OF CHARLOTTE, MECKLENBURG COUNTY, N.C.
DEED REFERENCE: 10436-833
MAP REFERENCE: 32-359
TAX PARCEL: 071-143-45

R.B. PHARR AND ASSOCIATES, P.A.

SURVEYING AND MAPPING
LICENSE NO. C-1471
420 HAWTHORNE LANE CHARLOTTE, N.C. 28204 TEL. (704) 376-2188

CREW: KM	DRAWN: TLM	REVISED:	SCALE: 1"=80'	DATE: 6/8/18	JOB NO. 88612
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