

Joint-Use Agreement Examples

Instrument Prepared By: Raleigh City Attorney's Office
Brief Description for Index: _____
Parcel Identifier: _____
Mail After Recording to: City Clerk's Office, Post Office
Box 590, Raleigh, NC 27602

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GENERAL WARRANTY DEED
EASEMENT FOR GREENWAY PURPOSES
(with Sewer Provision)

THIS DEED OF EASEMENT, made this _____ day of _____, 19____, by and between _____ hereinafter referred to as the Grantor, and the City of Raleigh, a municipal corporation of the State of North Carolina, hereinafter referred to as the "City";

W I T N E S S E T H:

WHEREAS, the Grantor is the owner in fee simple of certain real property hereinafter described, situated in _____, North Carolina;

WHEREAS, the property has scenic and aesthetic value in its present state as a natural area which has not been subject to development or exploitation;

WHEREAS, the Grantor and the City recognize the scenic and aesthetic value of the property in its present state, and have, by the conveyance of a Greenway Easement to the City, the common purpose of preserving the natural values and character of the property, and preventing the use or development of the property in any manner which would conflict with the maintenance of the property in its scenic and natural condition;

WHEREAS, THE Grantor is willing to grant a Greenway Easement over the property, thereby restricting and limiting the use of the land and contiguous water areas, on the terms and conditions and for the purposes hereinafter set forth, and the City is willing to accept such Easement;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and the restrictions hereinafter set forth, the Grantor hereby grants and conveys to the City and its successors in perpetuity an interest and Greenway Easement of the nature and to the extent hereinafter set forth, in an over the lands of the Grantor described as follows:

Property Description Approved:

(Assistant) Chief City Engineer

The terms, conditions, and restrictions of this Greenway Easement are as follows:

- (1) No building, sign, fence or other structure shall be erected on the property; provided, trail markers, litter receptacles, gates, boat launch trails, trail bridges, shelters, and other convenience facilities may be placed upon the property by the City of Raleigh, consistent with the City's master Greenway Plan.
- (2) There shall be no dumping of ashes, garbage, waste, or other unsightly or offensive material on the property.
- (3) There shall be no excavation, dredging, removal of loam, rock, sand, gravel or other material, or other change in the natural topography of the property, excepting for the construction and maintenance of trails, boat launches, fire lanes, or other accesses by the City of Raleigh.
- (4) There shall be no removal, destruction or cutting of trees, shrubs, or other vegetation from the property except as may be performed by the City of Raleigh: (a) for the maintenance of trails, fire lanes, and other accesses; (b) for the prevention or treatment of disease; or (c) for other good husbandry practices.
- (5) Members of the general public shall have free access to and use of the property, subject to the laws and ordinances of the City of Raleigh, and for the purposes allowed under the Greenway Plan of the City including, but not limited to the following: walking, nature studies, hiking, bike riding, jogging and picnicking; provided, there shall be no access by the City of Raleigh or the public at large granted by this easement to any property of the Grantor other than that described and conveyed herein.
- (6) The City of Raleigh shall have the right and duty to maintain this Greenway Easement in a clean, natural and undisturbed state, consistent with the City's master Greenway Plan.
- (7) The Grantor shall be considered the fee owner of the property for purposes of determining development density standards under applicable zoning and land use regulations and shall be responsible for the payment of taxes on the property.

- (8) The City agrees to hold the Grantor harmless from liability for personal injury or property damage arising out of the use of the property for Greenway purposes; provided the Grantor shall not be held harmless from liability caused by the active conduct or instrumentalities of the Grantor, its agents, invitees, or contractors; or by acts of the Grantor, its agents, invitees or contractors which violate the terms and conditions of this Deed of Easement.
- (9) EXCEPTED from the above-stated terms, conditions, and restrictions are activities incidental to the construction of a public sanitary sewer collector, outfall, or interceptor, it being the intention of the parties that a public sewer line (together with customary, related uses of public sewer easements such as pump stations) may in the future be constructed over all, or a portion of, the area subject to the herein conveyed greenway easement.

The City does not waive or forfeit the right to take action to insure compliance with the terms, conditions and purposes of this Greenway Easement by a prior failure to act.

The City reserves the right to enter the property at reasonable times in order to monitor compliance with the terms, conditions, restrictions, and purposes of this Greenway Easement.

The Grantor expressly reserves the right to continue the use of the property for all purposes not inconsistent with this Greenway Easement.

The Grantor agrees that the terms, conditions and restrictions of this Greenway Easement will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to, or of its possessory interest in, the subject property.

TO HAVE AND TO HOLD the said right, privileges and easement herein granted to the City of Raleigh, its successors and assigns forever. The covenants agreed to and the terms, conditions and restrictions imposed herein shall be binding upon the Grantor and its agents, personal representatives, heirs and assigns, and all other successors to it in interest and shall continue as a servitude running in perpetuity with the above described land.

AND the Grantor covenants that he is vested of the premises in fee and has the right to convey the same in fee simple; that the same are free from encumbrances except as hereinafter stated, and that the grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, THE Grantor has caused this instrument to be signed in its corporate name by its president, its corporate seal affixed, and attested by its secretary, by order of its Board of Directors, the day and year first above written.

GRANTOR

(Name of Corporation)

ATTEST:

BY:

President

Corporate Secretary

Approved as to Form:

(SEAL)

(Associate) City Attorney

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify that on the ____ day of _____, 19 _____, before me personally came _____, with whom I am personally acquainted, who, being by me duly sworn, says that he is the Secretary, and _____ is the President of _____, the corporation described in, and which executed, the foregoing instrument; that he knows the common seal of the corporation; that such seal was affixed to the instrument, and that the Secretary and President subscribed their names thereto, all by order of the Board of Directors of the corporation, and that the said instrument is the act and deed of the corporation.

WITNESS my hand and official seal this the ____ day of _____, 19 ____.

(SEAL)

Notary Public

My Commission Expires: _____

kdh/29