

**NORTH CAROLINA
JACKSON COUNTY**

THIS AGREEMENT TO AMEND AN EXISTING EASEMENT, is made this 15th day of March, 2022 by and between **RICHARD H. STILLWELL AND WIFE JOAN S. STILLWELL**, 117 Monroe Buchanan RD, Sylva, NC 28779, hereinafter referred to as “The Stillwells” and **THE COUNTY OF JACKSON**, a body politic and subdivision of the State of North Carolina, 401 Grindstaff Cove Road, Sylva, NC 28779, hereinafter referred to as “The County” and jointly referred to as “The Parties”.

RECITALS:

WHEREAS, The Stillwells are the owner of those certain tracts of land lying and being in Jackson County, North Carolina and being more particularly described in those certain deeds recorded in Book 769, at Page 354, in Book 854 at page 28 and in Book 612 at Page 273 in the Jackson County Public Registry, and being Jackson County Tax Parcel Numbers 7631-34-9299, 7631-34-7068 and 7631-34-7413; and

WHEREAS, The County is the owner, and successor in interest to Duke Energy Carolinas, LLC, of that certain tract of land lying and being in Jackson County, North Carolina and being more particularly described in that deed recorded in Book 2051 at Page 355 in the Jackson County Public Registry and containing approximately 17.647 acres on that certain plat recorded in Plat Cabinet 20 at Slide 366 in the Jackson County Public Registry, hereinafter “the Plat”; and

WHEREAS, Duke Energy Carolinas, LLC conveyed to The Stillwells a sewer easement across a portion of The County property, more particularly shown and identified as “Sewer Line Easement Area C” on that certain plat recorded in Plat Cabinet 20 at Slide 366 in the Jackson County Public Registry, hereinafter “the original easement”; and

WHEREAS, The Parties desire to move the location of the original easement to a new location on the property, hereinafter referred to as “new easement area”; and

WHEREAS, The Stillwells intend to locate the new easement area on the County property in an area agreed upon by The County and being behind the bathroom shown on the Plat near the Gravel Parking Lot and will immediately thereafter sign and record an Amended Easement Agreement upon the completion of the survey work specifically identifying the location of the new easement area and the abandonment of the original easement.

NOW THEREFORE, in consideration of the various mutual and reciprocal covenants and agreements and other good and valuable consideration running to and from each of the parties, the receipt of which is hereby acknowledged and the sum and sufficiency of which is deemed to be adequate and in the best interest of all the parties, the parties agree to the following:

1. The Stillwells will bore a sewer line in the new easement area behind the bathroom shown on the Plat near the Gravel Parking Lot by boring from Stillwell property under the river to County property.

2. Once the sewer line is in place, the Stillwells will immediately have the new easement area surveyed to show the exact location of the new easement area and of the sewer line in place and the abandonment of the original easement and present the survey to the County.

3. The County will complete the Amended Easement Agreement and the Parties will sign and the Stillwells will record the Amended Easement Agreement along with the newly revised survey in the Jackson County Public Registry.

7. Binding Nature: This Agreement shall inure to the benefit of both Parties, their successors and permitted assigns, and all obligations of both Parties shall bind their successors and permitted assigns.

8. Governing Laws: This Agreement shall be deemed to be made under and, in all respects shall be governed by and construed in accordance with, the laws of the State of North Carolina, with venue in that State.

9. Amendments: The terms and provisions of this Agreement may not be waived, altered, modified or amended except in writing duly executed by the Parties.

10. Notice: All notices or communications under this Agreement shall be in writing and shall be personally delivered, mailed by certified mail, return receipt requested, sent via overnight delivery service, sent via facsimile transmission with confirmed receipt, or by electronic mail with confirmation of receipt to the Parties.

10. No Partnership: This agreement does not create a partnership relationship. No party has authority to enter into contracts on the others' behalf.

11. Neither party shall assign rights or obligations under the Agreement without the written permission of the other Party.

12. Sole Agreement between the Parties: This Agreement constitutes the sole agreement of the parties and correctly sets forth the rights, duties, and obligation of each to the other in relation thereto as of its date. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the day and year first above written.

RICHARD H. STILLWELL

JOAN S. STILLWELL

Date: _____

Date: _____

ATTEST:

COUNTY OF JACKSON

Angela M. Winchester, Clerk to Board

Brian Thomas McMahan, Chairman
Board of Commissioners

Date: _____

Date: _____

(County Seal)

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the _____ day of _____ 2022

Finance Officer
Jackson County, North Carolina