



MECKLENBURG COUNTY
Land Use & Environmental Services Agency
Groundwater & Wastewater Services

**Instructions for Permitting On-Site Sewage Treatment & Disposal Systems Requiring a
Septic System Easement, Right of Way, or Encroachment Agreement**

1. Applicant submits completed application for an Improvement Permit to Groundwater & Wastewater Services (GWS) along with required application fee.
2. GWS will conduct a soil & site investigation based on information provided in the application.
3. GWS will inform the applicant if a special agreement is required for permitting.
4. The applicant is responsible for hiring a surveyor to locate and mark the exact location of the proposed area(s) at the site and provide GWS with a plat showing this information. GWS staff will review this information to ensure that a permit may be issued.
5. The applicant is responsible for providing GWS with a copy of the agreement before it is recorded at the register of deeds. GWS will review the agreement to ensure that it meets the conditions required in 15A NCAC 18A. 1938 (j):
 - (1) is appurtenant to specifically described property and runs with the land and is not affected by change of ownership or control;
 - (2) is valid for as long as the wastewater system is required for the facility that it is designed to serve;
 - (3) describes and specifies the uses being granted and shall include ingress and egress, system installation, operation, maintenance, monitoring, and repairs;
 - (4) specifies by metes and bounds description or attached plat, the area or site required for the wastewater system and appurtenances including a site for the required system replacement; and
 - (5) shall be recorded with the register of deeds in the county where the system and facility is located.

***An example Septic System Easement Agreement is included. This agreement meets the requirements set forth in NCAC 18A. 1938 (j). Certain aspects of this form are required by law. If you desire to make any changes to the form have the changes approved by GWS staff before recording. In lieu of using this agreement applicants may choose to have the document prepared by an attorney.

6. Once GWS has approved the survey and agreement the applicant will be instructed to have the information recorded at the Mecklenburg County Register of Deeds located at:

720 East Fourth St., Room 103
Charlotte, NC 28202
Phone: (704) 336-2443

7. The applicant is responsible for providing GWS with a stamped copy (from register of deeds) of the recorded agreement before the Improvement Permit may be issued.
8. Once all required documentation has been approved and recorded GWS will issue the Improvement Permit to the applicant.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SEPTIC SYSTEM
EASEMENT AGREEMENT**

This EASEMENT made this _____ day of _____, 20_____, by and between

GRANTOR]	GRANTEE
]	
]	
]	
]	
]	
]	

Enter in appropriate block for each party: name, address, and, if appropriate, character or entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee an easement as hereinafter described, to run with the land upon that certain lot or parcel of land owned by Grantor and located in the city of _____, _____ Township, Mecklenburg County, North Carolina, and more particularly described as follows:

This instrument was prepared by: _____

Mail after recording to: _____

Mecklenburg Tax Parcel No. _____ as shown on a page of
the County Tax Map attached hereto as Exhibit A
Lot _____ Block _____ of _____ recorded
In Map Book _____ Page _____ (if applicable)

See the plat attached hereto as Exhibit B and the parcel shown thereon identified with Grantor's name for the legal description of Grantor's parcel and of the Septic System Easement Area located thereon, said parcel labeled thereon and hereinafter referred to as the "Easement Parcel."

Grantor hereby imposes said easement for the benefit of Grantee as the present owner and for the benefit of future owners of the following lot or parcel of land, situated in the City of _____, _____ Township, Mecklenburg County, North Carolina, and more particularly described as follows:

Mecklenburg Tax Parcel No. _____ as shown on a page of
the County Tax Map attached hereto as Exhibit A
Lot _____ Block _____ of _____ recorded
In Map Book _____ Page _____ (if applicable)

See the plat attached hereto as Exhibit B and the parcel shown thereon identified with Grantee's name for the legal description of Grantee's parcel, said parcel labeled thereon and hereinafter referred to as the "Benefited Parcel."

Said Easement shall enable the Grantee to place, if, as and when needed, such need to be determined by the Grantee in his sole discretion, a septic tank and drain field or portions thereof, upon the Septic System Easement Area on the Easement Parcel and to inspect, maintain, repair and replace components of said septic system at any time and from time to time. If the Easement Area also includes a connector strip for ingress and egress, Grantee shall have the right to use said connector strip for access as needed. *This Easement may not be altered, amended or cancelled without the express written permission of the Mecklenburg County Health Department, which written permission must be part of any document recorded to alter, amend or cancel this Easement.* This Easement shall automatically expire, however, should Grantee ever hook up the structure located or to be located on the Benefited Parcel to a public or community sanitary sewage system but shall otherwise be perpetual.

Grantor acknowledges that the Septic Tank System Easement Area cannot be used and will not be used for any of the following activities or in any of the following ways:

- Grading or filling
- Parking or driving heavy equipment in the area or in any other way compacting the soil in the Area
- Excavating soil from the Area
- Placing footings or foundations or engaging in any other construction activity in the Area
- Placing in-ground or above-ground swimming pools in the Area
- Placing irrigation systems in the Area

- Placing underground utility lines or cables in the Area
- Planting trees or gardens in the Area
- Removing any large trees in the Area unless dead or diseased
- Using the Area for the burial of stumps, trash, or any other type of construction material
- Using the Area for gravesites
- Diverting the natural flow of water onto the Area by way of drainage ditches or diversion ditches or using the Area to receive water from any gutter or downspout discharges

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be hereunto affixed by authority of their Boards of Directors, the day and year first above written.

GRANTOR

_____ (SEAL)

 (Corporate Name)

BY: _____ (SEAL)
 _____ President

ATTEST: _____ (SEAL)

_____ (SEAL)
 _____ Secretary (Corporate Seal)

SEAL-STAMP North Carolina, _____ County

I, _____, a Notary Public of the County and State aforesaid, certify that _____, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS my hand and official stamp or seal, this _____ day of _____, 20____.

My Commission Expires: _____ (Notary Public)

SEAL-STAMP

North Carolina, _____ County

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged the ___he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ as its _____ Secretary. WITNESS my hand and official stamp or seal, this _____ day of _____, 20_____.

My Commission Expires: _____ (Notary Public)

GRANTEE

(Corporate Name) _____ (SEAL)

BY: _____ (SEAL)
_____ President

ATTEST: _____ (SEAL)

_____ Secretary (Corporate Seal) _____ (SEAL)

SEAL-STAMP

North Carolina, _____ County

I, _____, a Notary Public of the County and State aforesaid, certify that _____, Grantee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS my hand and official stamp or seal, this _____ day of _____, 20_____.

My Commission Expires: _____ (Notary Public)

SEAL-STAMP

North Carolina, _____ County

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged the ___he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ as its _____ Secretary. WITNESS my hand and official stamp or seal, this _____ day of _____, 20_____.

My Commission Expires: _____
(Notary Public)

Approval by the Mecklenburg County Health Department does not certify or extend to matters of title. The purchaser of property subject to or affected by this easement is responsible for ascertaining all matters affecting the validity and enforceability of this instrument.