

THIS PERMISSIVE USE AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____ by and between _____ ("XXXXXX"); and THE CHARLOTTE MECKLENBURG BOARD OF EDUCATION ("CMBE").

WITNESSETH:

WHEREAS, XXXXXX is the owner of an approximately _____-acre property described in that instrument recorded in Deed Book _____, Page _____ as Instrument Number _____, which property is also identified as (a) [Address], [Charlotte], Mecklenburg County, North Carolina and (b) Mecklenburg County Tax Parcel No. _____-_____-_____ (the "XXXXXX Property"). The XXXXXX Property is depicted on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS CMBE is the owner of an approximately _____-acre property described in that instrument recorded in Deed Book _____, Page _____ as Instrument Number _____, which property is also identified as (x) [Address], [Charlotte], Mecklenburg County, North Carolina, and (y) Mecklenburg County Tax Parcel No. _____-_____-_____ (the "CMBE Property"). The CMBE Property is depicted on Exhibit B attached hereto and incorporated herein by reference.

WHEREAS, a portion of a [shed erected by XXXXXX] [cemetery maintained by XXXXXX] (the "YYYYY") encroaches on the CMBE Property, as depicted on Exhibit C attached hereto and incorporated herein by reference (the "Permitted Encroachment Area").

WHEREAS, it is the intent of the parties hereto that XXXXXX does not now nor intend in the future to claim the CMBE Property or any portion thereof by virtue or reason of the encroachment of the YYYYY on the CMBE Property.

WHEREAS, CMBE and XXXXXX desire to acknowledge that the YYYYY is located on the CMBE Property by permission as opposed to adversely thereon.

NOW, THEREFORE, in consideration of the premises and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. XXXXXX shall (a) be responsible for the repair and maintenance of the YYYYY, and (b) shall maintain the Permitted Encroachment Area in substantially the same condition as exists as of the effective date of this Agreement. XXXXXX shall not install nor allow any improvements, including utility lines or equipment, or permit any further interments to be located on the Permitted Encroachment Area or any portion of the CMBE Property.
2. XXXXXX shall indemnify and hold CMBE, its employees and agents harmless against any and all claims, losses, damages, causes of action, suits and liability of every kind, including expenses of litigation, court costs and reasonable attorney's fees which may be imposed upon, incurred by, or asserted against CMBE, its employees and/or agents caused by or in any way related to the YYYYY, the Permitted Encroachment Area, or XXXXXX's use thereof.
3. Notices to XXXXXX shall be effective when mailed to the following address:

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

[The balance of this page is intentionally left blank. Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date first above written.

**THE CHARLOTTE MECKLENBURG BOARD OF
EDUCATION**

By: _____

Name: _____

Title: Superintendent

APPROVED AS TO FORM:

By: _____

Name: _____

Title: School Board Attorney

[NAME OF INDIVIDUAL]

[or]

[NAME OF ENTITY]

By: _____

Name: _____

Title: _____

Exhibit A

XXXXXX Property

[To be attached]

Exhibit B

CMBE Property

[To be attached]

Exhibit C

Permitted Encroachment Area

[To be attached]