

Instrument Prepared By: Raleigh City Attorney's Office
Brief Description for Index: 2200 S. Wilmington Street
Parcel Identifier: 0011399
Project Name: South Saunders Outfall North
Mail After Recording To: City Real Estate Office (PL)
Post Office Box 590
Raleigh, North Carolina 27602

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEED OF EASEMENT
WITH GENERAL WARRANTY FOR
SANITARY SEWER EASEMENT
EGRESS/INGRESS
TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and executed this ____ day of _____, 20 ____, by Wake County, a body politic and corporate, hereinafter referred to as the 'Grantors' with a mailing address of Wake County Attorney's Office, PO Box 550, Raleigh, NC 27602, to the City of Raleigh, hereinafter referred to as the 'City', with a mailing address of 222 W. Hargett Street, Raleigh, NC, 27601.

WHEREAS, the Grantors are the Owners of the land(s) hereinafter described, and have agreed to convey to the City, according to the terms set forth below, the easement(s) hereinafter described.

The designation "Grantors" as used herein shall include the singular and plural, as required, and the masculine and neuter gender, as appropriate.

NOW, THEREFORE, for valuable consideration paid to the Grantors, receipt of which is hereby acknowledged, the Grantors have bargained and sold, and do hereby grant, sell and convey unto the City, its successors and assigns, those rights-of-way, privileges, and easements enumerated and described hereinbelow, and as more particularly identified and described in Exhibit 1, attached herein, as follows:

1 SANITARY SEWER EASEMENT

An easement to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for public sanitary sewer purposes, together with all appurtenant facilities and equipment necessary or convenient thereto.

Further Specific Terms and Conditions applicable to the Sanitary Sewer easement are as follows:

- a) The City is authorized to remove and keep removed from the easement all trees, vegetation, and other obstructions as necessary to maintain, repair or protect the sanitary sewer line or lines and appurtenances. This easement shall not prohibit the Grantors from (i) constructing, maintaining, and using the easement area for paved or unpaved drives and parking areas; and (ii) planting and maintaining shallow-rooted ground cover material within the easement area, all subject to

applicable law. All risk of damage to any such improvements caused by maintenance or repair of the sewer line(s) and appurtenant facilities shall be with the Grantors.

- b) Nothing herein shall be construed to grant to the City any right of access through or over any property of the Grantors other than that lying within the easement herein described and conveyed.
- c) The Grantors shall retain the fee simple ownership of the property through and over which the easement passes; provided, however, no use may be made of the property which interferes or is inconsistent with the City's easement rights and full, reasonable use thereof for sanitary sewer purposes.
- d) Following the installation of a sanitary sewer main and appurtenant facilities within the easement, the City shall re-grade, mulch, and re-seed, or otherwise restore, all disturbed areas, in accordance with generally accepted landscaping and engineering practices.

2 FOR EGRESS/INGRESS

NOW, THEREFORE, for valuable consideration paid to the Grantor, receipt of which is hereby acknowledged, the Grantors do hereby grant, sell and convey unto the City, its successors and assigns, easement for Ingress and Egress purposes which easement is located and described as follows:

- a) This easement is only for the ingress and egress across the property of the Grantors within the area of the aforesaid easement. No vehicles, equipment, or materials shall be stored on this easement without the express permission of the Grantors, or their heirs, successors, or assigns.
- b) Nothing herein shall be construed to grant to the City of Raleigh any rights of access through or over any property of the Grantor except that lying within the easement interest herein described and conveyed.
- c) The City is authorized hereunder to remove and keep removed from the easement all trees, shrubs, underbrush, and parts thereof, or other obstructions as necessary to maintain, repair, or protect said access easement, as well as construct, install, improve, replace, inspect, repair, maintain a gravel or paved road within the easement herein described.
- d) The City agrees to protect and repair any damage to pavement of the Grantors within the easement due to the direct actions of the City or its agents.

3 TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for purposes reasonably necessary and incidental to the construction of public infrastructure improvements (such as streets sidewalks, slopes, greenway trail, water, sewer and storm drainage facilities), such temporary construction purposes including the stockpiling of materials, the movement and storage of vehicles and equipment, construction staging, the repair, reconstruction and reconnection of a private driveway or driveways onto adjacent public street right-of-way, and similar purposes.

Further specific terms and conditions applicable to the Temporary Construction Easement are as follows:

- a) Following construction of the public infrastructure project, the City shall re-grade, mulch, and re-seed, or otherwise restore, the temporary easement area, in accordance with generally accepted landscaping and engineering practices.
- b) The City's use of and activities within the above-described easement area [including grading,

stabilization, and restoration under subparagraph (a)] shall substantially conform with official plans and specifications for the South Saunders Street Sewer Replacement Project, prepared by Dewberry, entitled, "South Saunders Street Sewer Replacement", maintained in the offices of the City of Raleigh Department of Public Utilities.

- c) This easement shall terminate upon final completion of the project referenced above. Thereafter, the Grantors may make and enjoy all lawful uses of their property.

THE PROPERTY INTEREST HEREIN DESCRIBED AND CONVEYED does not include a primary residence.

IT IS FURTHER UNDERSTOOD AND A CONDITION HEREOF, that Grantee shall not employ or allow any agent of Grantee that is a registered sex offender as defined in N. C. Gen. Stat. 14-208.18 to perform any work or other task in the "Easement Areas" conveyed herein.

TO HAVE AND TO HOLD the above-described permanent easements, running with the land, for the respective purposes enumerated above, unto the City of Raleigh, its successors and assigns, in perpetuity.

TO HAVE AND TO HOLD the above-described temporary easements, while in effect, unto the City, its successors and assigns.

The Grantors hereby, for themselves, their heirs, successors, and assigns, hereby warrant and covenant that they are the owners of the property described in Exhibit 1; that they have the right to grant these easements; that the same are free from encumbrances except as may be hereinafter stated; and that they will warrant and defend the title to the same against lawful claims of all persons whomsoever.

(The balance of the page is intended to be blank.)

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, on the day and year first above written.

Wake County, a body politic and corporate

By: _____
Jessica N. Holmes, Chair
Wake County Board of Commissioners

ATTEST

Denise Hogan
Clerk to the Board

(Official Seal)

PROPERTY DESCRIPTION APPROVED:

APPROVED AS TO FORM:

- _____
- Engineering Services Director/Designee
 - Assistant Public Utilities Department Director

Associate City Attorney

NORTH CAROLINA

COUNTY OF WAKE

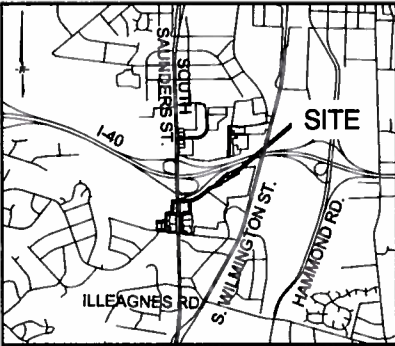
I, a Notary Public of the County and State aforesaid, certify that Denise Hogan, personally appeared before me this day and acknowledged that she is the Clerk of the Wake County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by its Chairman of the Wake County Board of Commissioners, sealed with its corporate seal and attested by Denise Hogan as its Clerk. Witness my hand and official stamp or seal, this _____ day of _____, 20____.

Notary Public Signature

(SEAL)

Notary's Printed or Typed Name

My Commission Expires: _____



VICINITY MAP - N.T.S.

LEGEND

- IPF IRON PIPE FOUND
- IRF IRON ROD FOUND
- MONF MONUMENT FOUND
- CALCULATED POINT
- SURVEYED LINE
- - - NON SURVEYED LINE
- [Hatched] SANITARY SEWER EASEMENT
- [Dotted] TEMPORARY CONSTRUCTION EASEMENT
- [Cross-hatched] ACCESS EASEMENT
- [Diagonal lines] EASEMENT TO BE ABANDONED

EXISTING SANITARY SEWER EASEMENT TO BE DISPOSED OF BY A FUTURE INSTRUMENT

N:728786.34
E:2104958.56
IPF 2"

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

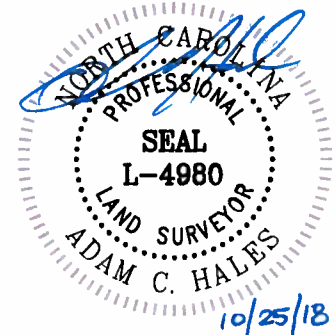
20' SANITARY SEWER EASEMENT
BM 1966 PG 204

PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TYP)

PROPOSED CITY OF RALEIGH SANITARY SEWER EASEMENT (TYP)

PROPOSED CITY OF RALEIGH EGRESS/INGRESS EASEMENT (TYP)

50' CP&L EASEMENT
SCALED FROM BM 1955 PG 40

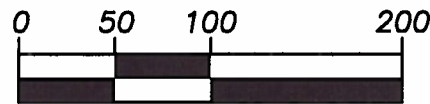


WAKE COUNTY
DB 15124 PG 2686
PIN: 1702586912

N 50°09'07" E
322.88' (TIE)

SAMS REAL ESTATE BUSINESS TRUST
DB 15172 PG 1500
BM 1992 PG 226
PIN: 1702487225

MONF



1 INCH = 100 FEET

**EASEMENT EXHIBIT FOR AQUISITION PURPOSES:
SOUTH SAUNDERS SEWER REPLACEMENT**

PROPERTY OF:
WAKE COUNTY

SWIFT CREEK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA - OCTOBER 2018



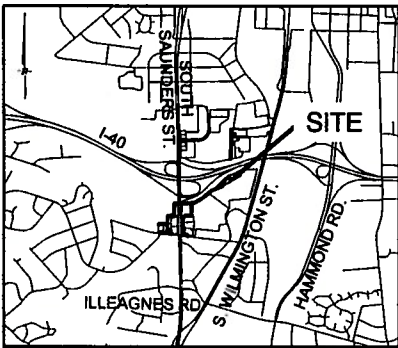
Dewberry®
Dewberry Engineers Inc.

2810 WYCLIFF ROAD
SUITE 410
RALEIGH, NC 27607
PHONE: 919.881.9909
FAX: 919.881.9923
NCBELS # F-0829

PROJECT #: 50093676

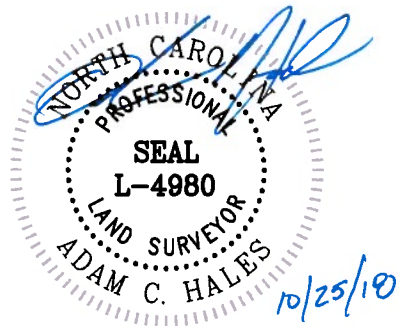
NOTES:

1. HORIZONTAL CONTROL IS NORTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD83, ESTABLISHED BY GPS OBSERVATIONS AND COMPUTED USING NORTH CAROLINA GEODETIC SOCIETY VIRTUAL REFERENCE STATION SERVICE (VRS).
2. AREA COMPUTED BY COORDINATE METHOD.
3. ALL DISTANCES SHOWN ON THIS EXHIBIT ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. REFERENCES SHOWN HEREON.
5. DASHED LINES ARE NOT SURVEYED.
6. THE INFORMATION CONTAINED HEREON IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE OPINION OF TITLE, AND TO THOSE EXCEPTIONS AND EASEMENTS OF RECORD, IF ANY, NOTED THEREON.



VICINITY MAP - N.T.S.

LEGEND	
● IPF	IRON PIPE FOUND
● IRF	IRON ROD FOUND
□ MONF	MONUMENT FOUND
●	CALCULATED POINT
—	SURVEYED LINE
- - -	NON SURVEYED LINE
	SANITARY SEWER EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT
	ACCESS EASEMENT
	EASEMENT TO BE ABANDONED



PROPOSED EASEMENT AREA TABLE (TOTAL ALL SHEETS)					
OWNER	SANITARY SEWER	TEMPORARY CONSTRUCTION	EGRESS/INGRESS	EX. SANITARY SEWER (TO BE DISPOSED OF)	TOTAL
WAKE COUNTY	25,471 ± SF	23,812 ± SF	23,144 ± SF	2,083 ± SF	70,344 ± SF

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 06°35'57" W	27.10'
L2	N 06°35'57" W	24.75'
L3	N 06°35'57" W	31.08'
L4	N 47°09'37" E	93.56'
L5	N 47°09'37" E	37.27'
L6	N 48°27'49" E	43.37'
L7	N 48°27'49" E	7.92'
L8	N 48°27'49" E	78.10'
L9	N 48°27'49" E	60.19'
L10	N 44°42'24" E	46.47'
L11	N 44°42'24" E	123.03'
L12	N 62°33'48" E	87.47'
L13	N 62°33'48" E	95.72'
L14	N 60°41'45" E	29.48'
L15	N 60°41'45" E	22.62'
L16	S 00°38'37" E	51.81'
L17	S 55°29'35" W	179.14'
L18	S 23°17'22" W	61.79'
L19	N 23°16'28" E	69.88'
L20	N 23°16'28" E	20.20'
L21	N 23°16'28" E	69.00'
L22	N 55°15'48" E	175.60'
L23	N 00°39'51" W	30.24'
L24	S 55°15'48" W	79.72'
L25	S 23°16'28" W	92.37'
L26	S 23°16'28" W	91.78'
L27	S 66°53'15" W	19.29'
L28	S 74°48'54" E	20.18'
L29	S 74°48'54" E	92.68'
L30	S 71°27'18" E	5.09'
L31	S 74°21'31" E	518.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L32	S 75°04'49" E	90.62'
L33	S 15°20'41" W	35.00'
L34	N 75°04'49" W	90.58'
L35	N 74°21'31" W	449.13'
L36	N 60°57'31" W	62.67'
L37	N 71°27'18" W	14.43'
L38	N 74°48'54" W	94.94'
L39	N 74°48'54" W	20.18'
L40	S 23°17'22" W	62.40'
L41	S 85°56'01" W	22.47'
L42	S 85°56'01" W	60.01'
L43	S 85°56'01" W	68.52'
L44	S 85°56'01" W	51.55'
L45	S 87°39'55" E	62.22'
L46	N 33°42'46" W	31.66'
L47	N 85°56'01" E	24.42'
L48	N 85°56'01" E	63.81'
L49	N 85°56'01" E	107.60'
L50	N 85°56'01" E	22.48'
L51	S 23°12'14" W	25.40'
L52	S 66°53'10" W	305.09'
L53	S 47°18'21" W	74.92'
L54	S 23°16'28" W	7.09'
L55	S 66°53'15" W	300.53'
L56	S 47°18'21" W	63.79'
L57	N 28°08'22" W	20.90'
L58	S 28°08'22" E	26.39'
L59	S 66°53'15" W	58.49'
L60	S 66°53'15" W	30.12'
L61	S 66°53'15" W	78.54'
L62	S 66°53'15" W	61.29'

EASEMENT EXHIBIT FOR ACQUISITION PURPOSES:
SOUTH SAUNDERS SEWER REPLACEMENT
 PROPERTY OF:
WAKE COUNTY
 SWIFT CREEK TOWNSHIP - WAKE COUNTY - NORTH CAROLINA - OCTOBER 2018



Dewberry®
 Dewberry Engineers Inc.

2810 WYCLIFF ROAD
 SUITE 410
 RALEIGH, NC 27607
 PHONE: 919.881.5939
 FAX: 919.881.9923
 NCBELS # F-0928

PROJECT #: 50093676

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