

Instrument Prepared By: Raleigh City Attorney's Office
Brief Description for Index: 1140 W. Millbrook Rd.
Parcel Identifier: 0095533
Project Name: Mine Creek Greenway
Mail After Recording To: City Real Estate Office (RM)
Post Office Box 590
Raleigh, North Carolina 27602

Revenue: \$0.00

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DEED OF EASEMENT

**FOR
FOR GREENWAY PURPOSES**

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

WITNESSETH

WHEREAS, the Grantors are the owners in fee simple of certain real property (the "Property"), as hereinafter described; and

WHEREAS, the Property has aesthetic, conservation, ecological, and recreational values in its present natural and undeveloped state, which values should be preserved and maintained; and

WHEREAS, the City of Raleigh has established and presently manages the Capital Area Greenway Program, which encompasses the acquisition, development, and use of greenways throughout the City, including along natural, scenic, and urban corridors to provide for recreation, environmental conservation, and mobility opportunities; and

WHEREAS, the Grantors are willing to grant this Greenway Easement (the "Easement") over portions of the Property (the "Easement Area") and the City has agreed to accept such Easement.

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

NOW, THEREFORE, in consideration 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 restrictions hereinafter set forth, the Grantors have bargained and sold, and hereby sell, grant

and convey to the City, its successors and assigns forever, a Greenway Easement of the nature and to the extent hereinafter set forth, in and over the lands of the Grantors described as follows:

See Exhibit A, attached.

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

ARTICLE I. PURPOSE AND USES

1. The purpose of the Easement is to preserve, protect, and maintain the property within the Easement Area as an open space corridor which may include paved or unpaved trails for use by the public for recreation, environmental stewardship, through-movement and travel including walking, cycling, and other self-propelled or motor-assisted mobility devices that are permitted for greenway use by the City of Raleigh Code of Ordinances, as the same may be amended from time to time (such Easement uses are collectively referred to herein as, the "Permitted Uses").
2. The qualities of the Easement Area intended to be protected and supported under this Easement include conservation of the Easement Area's natural and cultural resources; protection and enhancement of water quality and stormwater management functions; preservation of ecological systems and wildlife habitat; maintenance of scenic and visual amenities; and facilitation of the Permitted Uses.
3. Subject expressly to those terms, conditions, and restrictions set forth herein, the Easement Area shall be preserved and used for the Permitted Uses.
4. The City shall incorporate the Easement as part of the Capital Area Greenway System. The Easement shall be open to the general public for the Permitted Uses all in accordance with the Capital Area Greenway System Plan and Program.
5. The City may construct paved or unpaved greenway trails within the Easement, together with facilities incidental to and for the convenience and safety of users, including but not limited to, observation platforms, boardwalks, benches, litter receptacles, bicycle racks, lighting, wayfinding signage, accessible trail features, canoe accesses, and similar amenities. The City may also establish and construct within the Easement Area parking areas, access points for wheel-based mobility, and trail connections from such areas to the greenway trail, as well as connections from public streets, sidewalks, and transit facilities consistent with the Capital Area Greenway System Plan.
6. The City shall have the right and duty to maintain the Easement in a clean, safe, and environmentally responsible manner, consistent with the City's Capital Area Greenway System Plan.
7. There shall be no access by the City, the State of North Carolina, or the public at large granted by this Easement to any other property of the Grantors, except that described and conveyed herein.
8. The Grantors shall remain the fee owners of the Property and the Easement Area for purposes of applicable land use regulations (including measurement of building setback distances, density credit transfers, and similar regulations); the payment of taxes on the Property; and other applicable laws and ordinances.

ARTICLE II. PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Easement Area inconsistent with the purposes of this Easement is prohibited. By way of illustration and not limitation, the following activities and uses of the Easement Area are expressly prohibited:

1. Industrial and Commercial Use. Industrial and commercial activities of any type, and ingress and/or egress for such purposes, are prohibited.
2. Agricultural, Timber Harvesting, Grazing and Horticultural Use. Agricultural, timber harvesting, grazing, horticultural, and animal husbandry operations are prohibited.
3. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or disturbance of other natural features, including plant and animal life, except for the following: (1) as incidental to boundary marking, fencing, signage, construction and maintenance of asphalt and greenway trails and related amenities, and public accesses allowed hereunder; (2) selective cutting and prescribed burning or clearing of vegetation, and the application of approved pesticides for fire containment and protection, disease control, restoration of hydrology, wetlands enhancement, or control of non-native plants; and (3) hunting and fishing, (otherwise permitted by law or ordinance) pursuant to applicable rules and regulations. Notwithstanding the foregoing, trees, shrubs or vegetation located within the Easement Area may be removed or cut when necessary to install, maintain, repair, and/or replace utility facilities located within utility easements of record located within the Easement Area.
4. Construction of Buildings; Structures; and Signage. No buildings, mobile homes, billboards or other permanent structures shall be constructed or placed on or above the Easement Area, except as authorized in writing by the City for purposes consistent with the Easement. Notwithstanding the foregoing, the City may construct or permit construction of paved or unpaved trails; sidewalks and boardwalks; bridges; overlooks; piers, landings, or docks; lighting; utility facilities within utility easements of record located within the Easement Area; and related amenities that support the Permitted Uses in accordance with the City's Capital Area Greenway System Plan and design standards.

Permitted signage within the Easement Area shall include regulatory, informational, educational, interpretive, and wayfinding signs; property identification signs; signs identifying the Grantors as the property owner and the City as easement holder; and any other similar signage as approved by the City and consistent with all applicable federal, state, and local laws.
5. Filling, Excavation, Dredging. There shall be no filling, excavation, dredging, mining, or drilling; no removal of topsoil, sand, gravel, rock, peat, or other minerals; and no alteration of land topography except as may be necessary for (i) the construction, maintenance, or repair of greenway trails, bridges, drainage or stormwater facilities, habitat restoration, erosion control, or other conservation and greenway improvements as permitted hereunder and (ii) the installation, repair, maintenance, and/or replacement of utility facilities within utility easements of record located within the Easement Area.
6. Wetlands and Water Quality. There shall be no pollution or alteration of water bodies and no activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Easement Area or into any surface waters, or cause soil degradation or erosion, nor diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology or wetlands enhancement as permitted by the State of North Carolina and any other appropriate authorities.
7. Dumping. Dumping of soil, trash, garbage, waste, abandoned vehicles, appliances, machinery, or other materials on the Easement Area is prohibited.
8. Notwithstanding any of the prohibitions set forth in this Article II, this Easement shall not be construed so as to impair or prevent uses of the Easement Area, or a portion thereof, by the City for public water distribution, sanitary sewer purposes, or stormwater drainage purposes; provided, however, such uses may be made only as

permitted by the appropriate easement or other real property interest by instrument of conveyance, or through eminent domain proceedings, whether such public waterline easement, public sanitary sewer easement, or public stormwater drainage easement interest is pre-existing or recorded subsequent to the recording of this deed of easement.

ARTICLE III. ENFORCEMENT AND REMEDIES

1. Enforcement. The City of Raleigh shall have authority and responsibility for enforcement of the terms of this Easement. Any forbearance by the City to exercise rights hereunder in the event of breach of any term, condition, or restriction shall not be deemed or construed to be a waiver of any right of enforcement. No delay or omission by the City in the exercise of any right or remedy shall impair such right or remedy, or be construed as a waiver.
2. Oversight; Inspections. The City of Raleigh may provide for the day-to-day inspection, oversight, and enforcement on the Easement Area of its rules governing activities and uses of City-owned parks, including property comprising a part of the Capital Area Greenway System. Such inspection, oversight, and enforcement will be the responsibility of the City's personnel. In addition to such control and oversight over the Easement Area, applicable City personnel shall have the right to enter the Easement Area for the purpose of inspecting such area to assess compliance with the various terms, conditions, and restrictions of the Easement.
3. Breach of Conditions; Remedies Generally. Upon breach of any of the terms and conditions of this Easement by the Grantors, or anyone acting for or under authority of the Grantors, the City shall, except as provided below, notify the Grantors in writing of such breach. The Grantors shall have 30 days after receipt of such notice to correct any conditions constituting such breach. If the breach remains uncorrected after 30 days, the City may enforce this Easement by any appropriate legal proceedings, including actions for damages, injunctive, and other relief. In addition, the City shall also have the further power and authority to immediately abate or prevent any impairment or degradation of the Easement Area by acts which may be unlawful or otherwise in violation of this Easement.

ARTICLE IV. MISCELLANEOUS

1. The Grantors expressly reserve the right to continue the use of the Property for all purposes not inconsistent with this Easement and nothing herein shall be construed to conflict with the County's primary use of the Property for flood control purposes as required by USDA-NCRS. In the event that the City's use of the Easement Area interferes with or compromises said use, the Grantors shall give reasonable notice to the City, and if the interference cannot be remedied by the City, the Grantors may terminate this Easement, provided that Grantors notify the City in writing of the effective date proposed for termination, giving the City reasonable opportunity to wind down operation of the Easement.
2. To the extent permitted by North Carolina law, the City agrees to hold the Grantors, their heirs, successors and assigns harmless from liability for personal injury or property damage arising out of the use of the Easement for greenway purposes; provided, the Grantors shall not be held harmless from liability caused by the active fault or negligence of the Grantors, or instrumentalities of the Grantors, their agents, invitees, or contractors; or by acts of the Grantors, their agents, invitees, or contractors which violate the terms and conditions of this Easement. The parties acknowledge that the authority of a municipality to indemnify against claims has not been established by any N.C. statute or court decision.
3. The City acknowledges that the Easement Area is within Site #13 of the Crabtree Creek Watershed Project and subject to flooding. Grantors reserve the right to flood the Easement Area, and neither the City nor its invitees

shall have a claim for damages on account thereof against Grantors or any officer, agent, or employee thereof or for any damage to the City's facilities or improvements placed within the Easement Area. The City shall have sole responsibility for closing public access and erecting barriers on the Easement Area during any flooding event until such time as the City determines that use of the Easement by the public may safely be resumed.

4. The City shall not construct facilities or improvements permitted in the Easement Area pursuant to this Easement without prior approval from Grantors of the construction plans for said facilities or improvements.

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

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

The Grantors make no warranty of title to the easement interests granted herein.

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Wake County, a body politic and corporate

By: _____

Don Mial, Chair
Wake County Board of Commissioners

ATTEST:

(Official Seal)

By: Yvonne C. Gilyard
Title: Clerk to the Board

NORTH CAROLINA
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Yvonne C. Gilyard, 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 Chair of the Wake County Board of Commissioners, sealed with its corporate seal and attested by Yvonne C. Gilyard as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2026.

Notary Public

(SEAL)

Notary's printed or typed name

My Commission Expires: _____

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its City Manager; its corporate seal hereunto affixed; and attested by its City Clerk, the day and year first above written.

CITY OF RALEIGH

By: _____
Marchell Adams-David
City Manager

ATTEST:

(Deputy) City Clerk

(City Seal)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

This is to certify that on the _____ day of _____, 20__, before me personally came _____ with whom I am personally acquainted, who, being by me duly sworn, says that he/she is the (Deputy) City Clerk and Marchell Adams-David is the City Manager of the municipal corporation described herein and which duly executed the foregoing instrument; that he/she knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the municipal corporation was subscribed thereto by the said (Deputy) City Clerk and that the said City Manager and (Deputy) Clerk subscribed their names thereto, and said common seal was affixed, all by order of the City Council of said municipal corporation, and that the said instrument is the act of said municipal corporation.

Witness my hand and official seal this the _____ day of _____, 20__.

(SEAL)

Notary Public
(Print Name)

My Commission Expires: _____

PROPERTY DESCRIPTION APPROVED:

- Engineering Services Director/Designee
- Assistant Public Utilities Department Director
- Parks, Recreation & Cultural Resources Director

CITY ATTORNEY'S OFFICE

APPROVED AS TO FORM:

- BP
- BW
- CS
- HV
- JR
- KK
- Other

EXHIBIT A

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