

Prepared by and return to: Jordan Price Wall Gray Jones & Carlton, PLLC, 2710 Wycliff Rd., Suite 310, Raleigh, North Carolina 27607

**EASEMENT FOR PERMANENT SIDEWALK
AND TEMPORARY CONSTRUCTION**

This Easement for Permanent Sidewalk and Temporary Construction (this “**Easement**”) is made and executed this _____ day of _____, 2026 (the “**Effective Date**”), by **WAKE COUNTY**, a body politic and corporate, with a mailing address of PO Box 550 Raleigh, NC 27602 (hereinafter referred to as “**Grantor**”) to the **TOWN OF MORRISVILLE**, a North Carolina municipal corporation, with a mailing address of 100 Town Hall Drive, Morrisville, NC 27560 (hereinafter referred to as the “**Grantee**” and the “**Town**”).

WITNESSETH:

WHEREAS, Grantor is the owner of the property described as being approximately 36.32 acres having a physical address of 207 Sorrell Grove Church Road, Morrisville, Wake County, North Carolina, having been assigned REID 0091750, PIN# 0756186480 (the “**Property**”)

WHEREAS, Grantee intends to install a sidewalk in a northeast direction along a portion of the Property that is adjacent to Sorrell Grove Church Road (hereinafter referred to as the “**Sidewalk**”).

WHEREAS, Grantee desires to obtain easements for the installation and public use of the Sidewalk and Grantor has agreed to convey said easements, according to the terms set forth herein.

NOW THEREFORE, in consideration of the agreements contained herein and the mutual benefits to result therefrom the parties hereby agree as follows:

AGREEMENT

1. **Grant of Permanent Access Easement.** Grantor does hereby gives, grants, bargains and conveys unto the Town, its successors and assigns, in perpetuity, the right, privilege and easement, now and hereafter, to construct, improve, reconstruct, replace, inspect, repair, maintain, and use for public sidewalk purposes including related and customary uses of sidewalk right-of-way such as curb and gutter, and storm drainage purposes in, upon and across the Property, the area subject to this easement being more particularly identified and described by metes and bounds in **Exhibit A** and identified on the survey in **Exhibit C** as “Proposed PSE #2 Area: 965 SF” (the “**Permanent Sidewalk Easement**”), both exhibits attached hereto and incorporated herein by reference.

2. **Grant Temporary Construction Easement.** Grantor does hereby grant unto Grantee (for use by Grantee, its employees, agents, and contractors) the temporary right, privilege, and easement upon that area of the Property more particularly identified and described by metes and bounds in **Exhibit B** and further depicted on the survey in **Exhibit C** as the “Proposed TCE #4 Area: 3,426 SF” (the “**Temporary Construction Easement Area**”), said exhibit is attached hereto and incorporated herein by reference, to the extent reasonably necessary for (1) access to the Property, (2) the placement and storage of tools, equipment and materials reasonably necessary for construction of the Sidewalk such as hydraulic excavators, construction vehicles, concrete forms and silt fencing, and (3) other construction activities related to the installation, maintenance, inspection, and operation of the Sidewalk. Grantee understands and acknowledges that the Temporary Construction Easement Area is in close proximity to areas within the Property used and enjoyed by Grantor and its employees and invitees and Grantee agrees to use (and to cause its contractors’ to use) commercially reasonable efforts to minimize any interference with such use and enjoyment.

3. **Sidewalk Maintenance.** Grantee shall be solely responsible for the maintenance and repair of the Sidewalk. If Grantee fails to promptly perform or cause to be performed all maintenance and repair as required under this Easement, Grantor may, but is not required, to provide Grantee with written notice detailing the maintenance or repair required to be performed, and if Grantee does not cause such maintenance or repair to be completed within 60 days of receipt of such written notice, Grantor will have the right to perform or cause to be performed such maintenance or repair and charge the reasonable costs thereof to Grantee. Grantee must reimburse Grantor such reasonable costs within 60 days of receiving an invoice for the work performed. Provided, nothing herein shall create a duty on Grantor to maintain or repair the Sidewalk.

4. **Termination of Temporary Construction Easement.** The temporary construction easement described above and hereby granted (the “Temporary Construction Easement”) shall terminate upon the earlier of the following: (1) completion of the Sidewalk, or (2) two (2) years after the Effective Date. Not later than the date of termination of the Temporary Construction Easement, Grantee will and hereby agrees to, at Grantee’s sole cost and expense, return the

Temporary Construction Easement as nearly as practicable based on generally accepted landscape and engineering practices, to its original condition.

5. **Notices.** All notices required or permitted hereunder shall be delivered in person by hand delivery or sent by nationally recognized overnight courier service or sent by United States Certified or Registered Mail, return receipt requested, and postage prepaid, addressed to Grantor or Grantee, as applicable, to the address for such party listed in the Wake County Tax Records. Said notice shall be effective **(a)** on the date of delivery if hand delivered, **(b)** one (1) business day after deposit if sent via a nationally recognized overnight courier service, or **(c)** three (3) business days after deposit if sent via registered or certified mail.

6. **Easement to Run with the Land.** This Easement is intended to attach to and run with the land as described herein. This Easement is binding upon and shall inure to the benefit of the parties to this Easement, and their respective, heirs, successors, assigns, and personal representatives, and any and all future grantees, transferees, mortgagees, parties of interest, and all guests or invitees of any of them. Grantee may file this Easement for record in the Office of the Register of Deeds of Wake County, North Carolina.

7. **Authority.** Each party represents and warrants that it has the authority to execute this Easement and that the individual signing on behalf of such party states that he or she is the duly authorized representative of such party and that his or her signature on this Easement agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

8. **No Partnership or Joint Venture.** This Easement does not create an association, partnership, joint venture or a principal and agency relationship among Grantor and Grantee.

9. **Miscellaneous.**

- a. The invalidity of any one or more of the covenants, agreements, conditions or provisions of this Easement or any portion(s) thereof shall not affect the remaining covenants, agreements, conditions or provisions herein or any portions thereof and this Easement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.
- b. This Easement constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and may not be amended, waived or discharged, except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

- c. If any party breaches any of its obligations under this Easement, the non-breaching party will have available to it all remedies available at law or equity. The failure of any party to exercise any of the rights herein granted shall not be construed as a waiver or abandonment thereof.
- d. This Easement agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- e. The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this Easement agreement nor in any way affect the terms and provisions hereof.
- f. This Easement agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

TO HAVE AND TO HOLD the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Grantor, its successors and assigns, and shall continue as a servitude running with the land in perpetuity. Grantor makes no warranty of title to the easement interests granted herein. This Easement shall not divest the Grantor of any rights or interests in its Property not herein mentioned.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor hereby executes this Easement under seal as of the day and year first above written.

GRANTOR:

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: _____

EXHIBIT A

Description of Permanent Sidewalk Easement

All that certain parcel of land situated in the Township of Morrisville, County of Wake, State of North Carolina, being more particularly bound and described as follows:

Commencing at an iron pipe having a North Carolina Grid coordinate value of North 768,066.80 Feet, East 2,052,181.36 Feet; Thence North 85 Degrees 02 Minutes 32 Seconds East, 129.29 Feet to a point; Thence North 85 Degrees 02 Minutes 32 Seconds East, 18.26 Feet to an iron rod along the western margin of Sorrells Grove Church Road (SR 1640), being the Point of Beginning; Thence, continuing along the western margin South 25 Degrees 01 Minutes 05 Seconds West, 494.52 Feet to a point; Thence North 19 Degrees 14 Minutes 28 Seconds East, 15.85 Feet to a point; Thence North 24 Degrees 54 Minutes 02 Seconds East, 425.41 Feet to a point; Thence North 25 Degrees 46 Minutes 32 Seconds East, 25.30 Feet to a point; Thence North 29 Degrees 21 Minutes 59 Seconds East, 28.13 Feet to an iron rod; being the Point of Beginning.

The same being labeled as Proposed PSE #2 Area: 965 SF on that map attached hereto as Exhibit C.

Containing: 965 square feet of land, more or less.

Subject to all covenants and agreements of record.

EXHIBIT B

Description of Temporary Construction Easement

All that certain parcel of land situated in the Township of Morrisville, County of Wake, State of North Carolina, being more particularly bound and described as follows:

Commencing at an iron pipe having a North Carolina Grid coordinate value of North 768,066.80 Feet, East 2,052,181.36 Feet; **Thence** North 85 Degrees 02 Minutes 32 Seconds East, 129.29 Feet to a point, being the **Point of Beginning**; **Thence** North 85 Degrees 02 Minutes 32 Seconds East, 18.26 Feet to an iron rod along the western margin of Sorrells Grove Church Road (SR 1640); **Thence** South 29 Degrees 21 Minutes 59 Seconds West, 28.13 Feet to a point; **Thence** South 25 Degrees 46 Minutes 32 Seconds West, 25.30 Feet to a point; **Thence** South 24 Degrees 54 Minutes 02 Seconds West, 425.41 Feet to a point; **Thence** South 19 Degrees 14 Minutes 28 Seconds West, 15.85 Feet to a point along the western margin of Sorrells Grove Church Road (SR 1640); **Thence** South 25 Degrees 01 Minutes 05 Seconds West, 47.27 Feet to a point; **Thence** North 15 Degrees 23 Minutes 41 Seconds East, 35.22 Feet to a point; **Thence** North 23 Degrees 23 Minutes 16 Seconds East, 198.49 Feet to a point; **Thence** North 55 Degrees 39 Minutes 41 Seconds East, 11.33 Feet to a point; **Thence** North 24 Degrees 27 Minutes 50 Seconds East, 238.37 Feet to a point; **Thence** North 36 Degrees 00 Minutes 43 Seconds West, 6.90 Feet to a point; **Thence** North 22 Degrees 58 Minutes 36 Seconds East, 48.12 Feet to a point; being the **Point of Beginning**.

Containing: 3,426 square feet of land, more or less.

The same being labeled as Proposed TCE #4 Area: 3,426 SF on that map attached hereto as Exhibit C.

Subject to all covenants and agreements of record.

EXHIBIT C

[ATTACHED HERETO]

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS