Instrument Prepared By: Brief Description for Index: Parcel Identifier: Project Name: Mail After Recording To: Raleigh-City Attorney's Office 10 Sunnybrook Rd 0058008 Wake BRT - New Bern Avenue City Real Estate Office (GP) Post Office Box 590 Raleigh, North Carolina 27602

Revenue:

STATE OF NORTH CAROLINA

COUNTY OF WAKE

A DEED OF EASEMENT WITH GENERAL WARRANTY FOR SLOPING EASEMENT ELECTRIC UTILITY EASEMENT TEMPORARY CONSTRUCTION EASEMENT TEMPORARY DRIVEWAY REPAIR/RECONNECTION EASEMENT

THIS DEED OF EASEMENT is made and executed this _____ day of _____, 2022, by Wake County, a body politic and corporate, with a mailing address of P.O. 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.

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 A, attached, as follows:

1 SLOPING EASEMENT

An easement for slopes of cuts and fills adjacent to public street right-of-way, which shall specifically include the right to use the area, in accordance with generally accepted engineering practices, for excavating, sloping, cutting, filling, the construction of retaining walls, the installation of stormwater drain pipes or other drainage facilities, and including grading or otherwise changing the natural contours of the land in order to support and accommodate the adjacent roadway.

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

- a) Upon completion of construction of the adjacent street and/or sidewalk, the area subject to this easement will be graded, stabilized, and restored, using conventional engineering and landscaping methods.
- b) The City may also use the Sloping Easement area, on a temporary basis, for construction purposes and activities which are incidental to the Wake BRT New Bern Avenue Project, such purposes and activities including, but not limited to, clearing, grading, landscaping, erosion control, temporary impoundment of drainage flows, movement and storage of supplies and equipment, construction staging, and the repair and re-connection of a private driveway or driveways onto the adjacent public roadway, the right to engage in such Project-related temporary uses to terminate upon final completion of the Wake BRT New Bern Avenue Project. Any land-disturbing temporary construction uses shall be restored in accord with sub-paragraph (a) above.
- c) In addition, and at its option, the City may plant and maintain trees, shrubs and other landscaping materials within the easement area. Routine maintenance of the trees, shrubs, or other landscape material, such as watering, minor pruning, and weeding will be the responsibility of the Grantors. Major maintenance determined to be necessary by the City of Raleigh's Urban Forester will be performed by the City; and the Grantors may not injure, remove, or otherwise destroy the landscape material planted within the easement area without the written consent of the City.
- d) 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 Wake BRT New Bern Avenue Project, prepared by HNTB North Carolina, entitled "Wake BRT New Bern Avenue", maintained in the offices of the City of Raleigh Engineering Services Department.
- e) The Grantors shall in all other respects remain the fee owners of the property and area subject to these easements, and may make all lawful uses of the property not inconsistent with this easement and its terms and conditions; provided, there be no damage to the lateral and subjacent support of the public street and/or sidewalk or to any stormwater drainage facilities.

2 ELECTRIC UTILITY EASEMENT

An easement to construct, install, improve, reconstruct, replace, inspect, repair, maintain and use, both above and below ground, electric powerlines, poles, conduits, transformers, guy cables and all other appurtenant facilities and equipment, and, in addition, the right to locate, affix, install, inspect, repair, maintain and use telephone, cable television, and other telecommunications lines, cables, and appurtenant equipment and facilities within the easement.

Further specific terms and conditions applicable to the Electric Utility Easement are as follows:

a) The City is authorized to remove and keep removed from the easement all trees, roots, limbs, shrubs, underbrush and part thereof, or other obstructions as necessary to maintain, repair, or protect the power line and other lines and/or equipment located therein. Further, the City shall have the right to trim limbs from, or cut down, any tree outside the easement area which will likely endanger overhead electric cables or other lines within the easement.

- **b)** The City shall be entitled to use the easement area for access onto this and other public utility rights-of-way; provided nothing herein shall be construed to grant to the City any right of access over other property of the Grantors except that described and conveyed herein.
- c) Following completion of any public utility improvements within the easement area, any disturbed lands will be restored in accordance with generally accepted engineering and landscape practices.
- d) The City may also use the Electric Utility Easement area, on a temporary basis, for construction purposes and activities which are related to the Wake BRT New Bern Avenue Project, such purposes and activities including, but not limited to, clearing, grading, landscaping, erosion control, temporary impoundment of drainage flows, movement and storage of supplies and equipment, construction staging, and the repair and re-connection of a private driveway or driveways onto the adjacent public roadway, the right to engage in such Project-related temporary uses to terminate upon final completion of the Wake BRT New Bern Avenue Project. Any property impacted by land-disturbing temporary construction uses shall be restored in accordance with sub-paragraph (c) above. The City's temporary construction uses and activities relating to this easement shall be consistent with the official plans and specifications for the Wake BRT New Bern Avenue Project, that were prepared by HNTB North Carolina, entitled, "Wake BRT New Bern Avenue", and maintained in the offices of the City of Raleigh Engineering Services Department.
- e) The Grantors shall in all other respects remain the fee owner of the property and area subject to these easements, and may make all lawful uses of the property not inconsistent with this easement and its terms and conditions.

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 grading of soil and other like material, 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 substantially to its prior use and condition, 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 Wake BRT New Bern Avenue Project, prepared by HNTB North Carolina, entitled "Wake BRT New Bern Avenue", maintained in the offices of the City of Raleigh Engineering Services Department.
- 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.

4 TEMPORARY DRIVEWAY REPAIR/RECONNECTION EASEMENT

A temporary easement for the repair, reconstruction, and reconnection of a private driveway onto adjacent public street right-of-way, incidental to and necessitated by a City of Raleigh road improvement project. This temporary easement shall terminate immediately upon completion of this road improvement project.

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

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 A; 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 this page is intended to be blank.)

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal, on the day and year first above written.

> Wake County, a body politic and corporate

By: _______Sig Hutchinson, Chair Wake County Board of Commissioners

Attested By:

Yvonne C. Gilyard, Deputy Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of ______ County, State of North Carolina, certify that Yvonne C. Gilyard, personally appeared before me this day and acknowledged that she is the Deputy Clerk of the Wake County Board of Commissioners, and that by authority duly given and as an act of the Board, 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 Yvonne C. Gilyard as its Deputy Clerk.

Witness my hand and official seal, this ______ day of ______, 2022.

Notary Public

(SEAL)

Notary's printed or typed 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:



EXHIBIT A - SHEET 1 OF 4



EXHIBIT A - SHEET 2 OF 4



EXHIBIT A - SHEET 3 OF 4



EXHIBIT A - SHEET 4 OF 4

