

EXCISE TAX: \$0.00
INSTRUMENT PREPARED BY: TOWN ATTORNEYS OFFICE, TOWN OF CARY
CHECKED BY: KMPROMER
MAIL AFTER RECORDING TO: TOWN OF CARY
REAL ESTATE SECTION
P. O. BOX 8005
CARY, NC 27512-8005
BRIEF DESCRIPTION OF INDEX: PERMANENT UTILITY EASEMENT
PARCEL IDENTIFIER: 0756171499

PORTION OF 0 MARCOM DRIVE

STATE OF NORTH CAROLINA

WAKE COUNTY

DEED OF EASEMENT FOR PERMANENT
UTILITY PURPOSES

THIS DEED OF EASEMENT FOR PERMANENT UTILITY PURPOSES ("Utility Easement"), made this ____ day of _____, 2016, by **WAKE COUNTY, a body politic and corporate** with a mailing address of PO Box 550 Raleigh, NC 27602, Grantors, to the **TOWN OF CARY**, a municipal corporation of the State of North Carolina, with a mailing address of PO Box 8005, Cry, NC 27512-8005, Grantee. The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

W I T N E S S E T H:

WHEREAS, the Grantors are the owners of a certain lot or parcel of land with a street address of 0 Marcom Drive located in Wake County, North Carolina and more particularly described in Deed Book 16143 at Page 888, Wake County Registry, and have agreed to convey to the Grantee, according to the terms set forth below, the permanent utility easement interest hereafter described; and

WHEREAS, Grantee desires the permanent utility easement and is currently engaged in Paramount Pump Station Elimination - SW1191 ("Project").

NOW THEREFORE, for good and valuable consideration paid to Grantors, the receipt of which is hereby acknowledged, the Grantors do hereby give, grant, bargain, sell, and convey unto the Grantee the right, privilege and permanent Utility Easement in, on, over, under, along, across and through a portion of Grantor Property as generally shown for illustrative purposes on Exhibit A and more particularly described as follows:

From the POINT OF BEGINNING an EIP (NAD 83 Grid Coords: N 767,732.83', E 2,051,008.79'). N 49° 02' 51" E, 13.79', thence S 06° 43' 01" E, 376.08', thence S 35° 09' 07" E, 51.96', thence S 08° 41' 00" W, 7.22', thence S 35° 09' 07" E, 110.10', thence S 82° 38' 49" W, 2.93', thence N 35° 38' 06" W, 252.97', thence N 06° 43' 01" W, 238.91', thence N 27° 09' 36" E, 69.25' To the POINT OF BEGINNING containing 16,764 square feet more or less. According to a plat attached entitled "Easement plat for the property of Wake County 0 Marcom Drive" dated 6/9/2016.

This Utility Easement is to use, construct, install, improve, upgrade, remove, inspect, replace, repair, maintain and operate such lines, pipelines, mains, conduits, facilities and related appurtenances (together 'Facilities') as may be necessary or convenient for the installation, maintenance and transmission of utilities, including but not limited to water, reclaimed water and wastewater.

Further specific Terms and Conditions Applicable to the Utility Easement:

1. Following completion of construction and acceptance of construction work and the associated Project the Grantee shall re-grade, mulch and reseed or otherwise restore all disturbed areas in accordance with generally accepted engineering and landscaping practices.
2. Grantee shall have the right to remove and keep removed from the Easement Area all trees, vegetation and other obstructions as reasonably necessary to access, maintain, repair or protect the Facilities and appurtenances.
3. Grantors shall retain fee simple ownership of the Utility Easement Area provided, however, Grantors shall not obstruct or utilize the Utility Easement Area in any way that interferes with its use by Grantee as provided hereunder.
4. In using the Easement Area in ways that are not inconsistent with this grant of easement, Grantors bear all risk of loss or damage to any such improvements of Grantors caused by maintenance or repair of the Facilities and appurtenances.

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

TO HAVE AND TO HOLD the aforesaid permanent Utility Easement and all privileges and appurtenances thereunto belonging to the said Grantee forever. Grantors do warrant and covenant that they are seized of Grantors Property in fee and have the right to convey this Utility Easement, that, except as set forth above, the same is free from encumbrances and that they will warrant and defend the said grant of easement against claims of all persons whosoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of the Board of Directors, on the day and year first above written.

Wake County

By: _____
James West, Chairman of the Board

ATTESTED BY:

_____ Clerk to the Board

Approved as to form:

Scott W. Warren
Wake County Attorney

(Seal)

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, 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 herself as its _____ Clerk. Witness my hand and official stamp or seal, this _____ day of _____, 2016.

Notary Public

My commission expires: _____

Printed Name: _____

(Seal)