

EXCISE TAX: \$0.00

INSTRUMENT PREPARED BY: TOWN ATTORNEY'S OFFICE

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MAIL AFTER RECORDING TO: TOWN OF CARY

REAL ESTATE SECTION

P. O. Box 8005

CARY, NC 27512-8005

BRIEF DESCRIPTION FOR INDEX:

PARCEL IDENTIFIER: PIN: 0756800223

PERMANENT UTILITY AND PIPELINE EASEMENT

PORTION OF ADDRESS 1400 AVIATION PARKWAY

STATE OF NORTH CAROLINA

WAKE COUNTY

DEED OF PERMANENT EASEMENT FOR UTILITY AND PIPELINE PURPOSES

THIS DEED OF PERMANENT EASEMENT FOR UTILITY AND PIPELINE PURPOSES ("Utility and Pipeline Easement" or "UPE"), made this ____ day of _____ 2016, by **WAKE COUNTY, a body politic and corporate**, hereinafter referred to as GRANTOR with a mailing address of Post Office Box 550 Raleigh, NC 27602, Grantors, to and for the benefit of the **TOWN OF CARY**, a municipal corporation of the State of North Carolina, with a mailing address of P.O. Box 8005, Cary, 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.

WITNESSETH:

WHEREAS, the Grantors are the owners of a certain lot or parcel of land with a street address of 1400 Aviation Parkway. located in Wake County, North Carolina and more particularly described in Deed Book 3006 at Page 246, Wake County Registry ("Grantor Property"), and have agreed to convey to the Grantee, according to the terms set forth below, the permanent utility and pipeline easement interest hereafter described; and

WHEREAS, Grantee is engaged in York Interceptor Project ("Project") and desires the permanent utility easement in connection with Project.

NOW THEREFORE, for good and valuable consideration paid to Grantors, the receipt of which is hereby acknowledged, the Grantors do hereby bargain, sell, and convey unto the Grantee the right, privilege and permanent Utility Easement generally shown for illustrative purposes on Exhibit A and more particularly described as follows:

TOWN OF CARY UTILITY & PIPELINE EASEMENT #1

COMMENCING AT AN EXISTING IRON PIPE LOCATED ON AN EASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY SOUTHPORT BUSINESS PARK LIMITED PARTNERSHIP AS RECORDED IN DEED BOOK 7976, PAGE 433 AND AS SHOWN IN BOOK OF MAPS 1998, PAGE 1680, WAKE COUNTY REGISTRY, SAID IRON PIPE HAVING NC GRID (NAD '83/2011) COORDINATES N: 758008.3592 FEET E: 2056189.8565 FEET; THENCE SOUTH 32°32'10" WEST A DISTANCE OF 8.84 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°22'02" EAST A DISTANCE OF 229.98 FEET TO A POINT LOCATED ON THE WESTERN LINE OF AN EXISTING 40' UTILITY EASEMENT (BRIAR CREEK - CRABTREE CREEK INTERCEPTOR) AS RECORDED IN BOOK OF MAPS 1998, PAGE 1680, WAKE COUNTY REGISTRY; THENCE ALONG AND WITH SAID EASEMENT SOUTH 31°47'02" EAST A DISTANCE OF 0.68 FEET TO A POINT; THENCE SOUTH 22°41'19" WEST A DISTANCE OF 19.62 FEET TO A POINT; THENCE LEAVING SAID EXISTING EASEMENT NORTH 66°22'02" WEST A DISTANCE OF 233.99 FEET TO A POINT LOCATED ON SAID PROPERTY LINE; THENCE ALONG AND WITH SAID PROPERTY LINE NORTH 32°32'10" EAST A DISTANCE OF 20.24 FEET TO THE POINT OF BEGINNING, CONTAINING 4,645 SF.

TOWN OF CARY UTILITY & PIPELINE EASEMENT #2

COMMENCING AT AN EXISTING IRON PIPE LOCATED ON AN EASTERN PROPERTY CORNER OF LANDS NOW OR FORMERLY OWNED BY SOUTHPORT BUSINESS PARK LIMITED PARTNERSHIP AS RECORDED IN DEED BOOK 7976, PAGE 433 AND AS SHOWN IN BOOK OF MAPS 1998, PAGE 1680, WAKE COUNTY REGISTRY, SAID IRON PIPE HAVING NC GRID (NAD '83/2011) COORDINATES N: 758008.3592 FEET E: 2056189.8565 FEET; THENCE NORTH 04°27'01" WEST A DISTANCE OF 463.13 FEET TO A POINT LOCATED ON THE WESTERN LINE OF AN EXISTING 40' UTILITY EASEMENT (BRIAR CREEK - CRABTREE INTERCEPTOR) AS RECORDED IN BOOK OF MAPS 1998, PAGE 1680, WAKE COUNTY REGISTRY, THE POINT OF BEGINNING; THENCE LEAVING SAID EXISTING EASEMENT SOUTH 76°47'53" WEST A DISTANCE OF 26.61 FEET A POINT ON SAID PROPERTY LINE; THENCE ALONG AND WITH SAID PROPERTY LINE NORTH 45°32'06" WEST A DISTANCE OF 23.67 FEET TO A POINT; THENCE LEAVING SAID PROPERTY LINE NORTH 76°47'53" EAST A DISTANCE OF 39.27 FEET TO A POINT LOCATED ON SAID WESTERN EXISTING EASEMENT LINE; THENCE ALONG AND WITH SAID EXISTING EASEMENT SOUTH 13°12'07" EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 659 SF.

This Utility and Pipeline Easement is for utility purposes including to construct, install, improve, upgrade, remove, inspect, replace, repair, maintain, use and operate such pipelines, laterals, interceptors, mains, manholes, conduits, facilities (collectively, the 'Facilities') and related appurtenances within the UPE Area as may be necessary or convenient for the receipt, conveyance, transmission and distribution of water, reclaimed water, and/or wastewater and for access thereto. The Project with which this UPE is presently associated is York Interceptor project (PROJECT #SW1260).

Further Specific Terms and Conditions Applicable to the UPE:

1. Grantors shall not obstruct, encroach upon, or utilize the UPE Area in any way that interferes with its use by Grantee as provided hereunder. The placing or planting of trees and shrubs and

the placing or installation of structures, improvements, fill and embankments are deemed to interfere with Grantee's use, unless permitted in accordance with paragraph 3, 5, and 9 below.

2. Grantee may remove, clear and keep removed from the UPE Area any structures, fill, embankments, trees, plants and other vegetation, materials, improvements and obstructions of any nature.
3. Following completion of initial installation ('Project Completion'), Grantee shall restore all disturbed areas in accordance with generally accepted engineering and landscaping practices. After Project Completion, Grantor may elect to plant ground cover or grasses. Certain encroachments within the UPE Area may thereafter be permitted by Grantee in accordance with Grantee policies and procedures and in accordance with a valid executed Town of Cary Encroachment Agreement, provided Grantors bear all risk of damage to any such encroachment caused by Grantee exercising its rights hereunder.
4. Grantors shall retain fee simple ownership of the UPE Area, provided however, no use may be made of the UPE Area by Grantor, except as provided herein, which interferes with Grantee's rights hereunder.
5. The County reserves the right to flood the easement area.
6. The County shall not be held liable for damages to the easement area nor any improvements placed within the easement area as a result of flooding or by any other causes whatsoever.
7. The Grantee agrees to defend, indemnify, and hold harmless the County, from all loss, liability, claims or expense (including reasonable attorney's fees) arising from property damage and bodily injury, including death, to any person or persons caused in whole or in part by the negligence or willful misconduct of the Grantee, its contractors, agents, or employees, except to the extent same are caused by the negligence or misconduct of the County.

It is the intent of this section to require the Grantee to indemnify the County to the extent permitted under North Carolina General Statutes §22B-1.

8. No facilities or improvements shall be placed or constructed within the easement area without prior written approval from the County of the construction plans for such facilities or improvements.
9. The County reserves the right to use the easement area for watershed and recreational purposes and for any other proper public purposes which the County may undertake.
10. In using the easement area and in constructing improvements within the easement area, the Grantee shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations.
11. In the event the Grantee ceases to use the property covered by this easement for sanitary sewer purposes, the easement shall automatically revert back to the County.
12. Upon completion of construction, the Grantee shall have replaced all property corner irons and concrete monuments disturbed in constructing the works of improvement.

TO HAVE AND TO HOLD the aforesaid permanent and perpetual Utility and Pipeline Easement and all privileges and appurtenances thereunto belonging to the said Grantee forever. Grantors do warrant and covenant that they are seized of the UPE Area in fee and have the right to grant and convey this UPE and that they will warrant and defend the said grant of easement against claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed 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

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:_____