

Prepared by and return to:
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PO Box 10669
Raleigh NC 27605

STATE OF NORTH CAROLINA

RIGHT OF WAY AND EASEMENT AGREEMENT

COUNTY OF WAKE

THIS RIGHT OF WAY AND EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2017, by and between Wake County, a body politic and corporate (the "Grantor") and the Town of Morrisville, a North Carolina municipal corporation (the "Grantee").

RECITALS

WHEREAS, Grantee, in partnership with the North Carolina Department of Transportation, has undertaken the extension of the existing public right-of-way known as McCrimmon Parkway; and

WHEREAS, Grantee is record owner of certain real property over and through which said McCrimmon Parkway extension shall run; and

WHEREAS, the parties hereto agree that, in conjunction with the McCrimmon Parkway extension, Grantor shall grant unto Grantee a right-of-way and temporary construction easement.

NOW THEREFORE, Grantor, as the owner of that certain property having a Wake County REIN of 0099039, recognizing the benefits to Grantor's property by reason of extension of McCrimmon Parkway, for and in consideration of the benefits provided by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, assign and convey unto Grantee, its successors and assigns, the following:

RIGHT-OF-WAY

Grantor gives, grants, bargains, sells and conveys to Grantee, its successors and/or assigns, perpetual easement and rights-of-way (the "Right-of-Way") on, over, under, upon and across the lands of the Grantor more particularly described in Exhibit A attached hereto and incorporated fully herein by reference (the "Right-of-Way Area"), and does hereby release Grantee, its successors and assigns, from all claims for damages by reason of said easement and right-of-way across the Right-of-Way Area, and the use thereof by Grantee, its successors and assigns, for all purposes for which the Grantee, its successors and/or assigns, would be authorized by law to subject said Right-of-Way, including public ingress, egress, regress, all necessary utility purposes, and road construction.

Grantor further releases Grantee, its successors and assigns, for any claims for compensation for any improvements made within the right-of-way, whether or not the same were made a condition of any driveway permit.

Grantor further agrees not to erect any structures, including masonry mailboxes, masonry driveway head walls, any fencing, etc. or engage in cultivation within the Right-of-Way Area except as approved by Grantee, its successors and/or assigns.

This Agreement constitutes a dedication of the Right-of-Way Area for public use.

There are no conditions to this Agreement not expressed herein.

TEMPORARY CONSTRUCTION EASEMENT(S)

Grantor gives, grants, bargains, sells and conveys to Grantee, its successors and assigns, temporary easement(s) across and onto the Property of Grantor for the purpose of ingress, egress and regress and the construction, clearing, grading, earthmoving, operation, maintenance, repair, storage, vehicle parking and dedication to public use by Grantee, its agents, successors and assigns, of a street with all accompanying utilities, more particularly described in Exhibit B attached hereto and incorporated fully herein by reference (the "Temporary Construction Easement Area(s)"). The Temporary Construction Easement(s) may be used by the Grantee, its agents and assigns in connection with the extension of McCrimmon Parkway and all accompanying utilities, including the subsequent right of maintenance until accepted by the North Carolina Department of Transportation.

The temporary construction easement(s) described above and hereby granted shall terminate upon the full acceptance of the said roadway and accompanying utilities by the North Carolina Department of Transportation. In any event, said easement(s) shall terminate no later than five (5) years from the date of execution of this instrument by Grantor. If Grantee decides not to proceed with construction of said road within the area for which this temporary construction easement(s) are needed, it will execute a Deed of Release indicating this temporary construction easement(s) are terminated.

TO HAVE AND TO HOLD said right-of-way and easement(s) unto the Grantee for as long as the said right-of-way area is planned for or used as a public right-of-way; for past, present and future use thereof and for all purposes which the said Grantee, its successors/or and assigns, is authorized by law to subject the same, and the Grantors, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the right-of-way and easements; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever. It is the intent of the parties hereto to provide Grantee with a fee simple determinable title to the said right-of way and easement areas with possibility of reverter to remain with Grantor and that the terminating event shall be the abandonment of the McCrimmon Parkway project by the both the Grantee and the North Carolina Department of Transportation.

Grantor acknowledges that the project plans of the extension of McCrimmon Parkway have been made available to them. Grantor agrees that the consideration hereinabove recited includes payment for any and all damage of any nature done or to be done to any structure or to trees, crops or other vegetation within the boundaries of said easement and right of way in connection with the survey for and/or construction of said extension of McCrimmon Parkway and accompanying utilities; The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Grantee and for any and all damages to the value of their remaining property and the Grantor agrees for itself, its successors and assigns, that so long as Grantee exercises reasonable care in the removal of such structures, trees, crops or other vegetation, that they shall neither have nor make any claim for further damages by reason thereof. Grantee agrees for itself, its successors and assigns, that they shall exercise reasonable care in removing structures, tress, crops and other vegetation.

It is agreed that this grant covers all the agreements between the parties, and no representations or statements, verbal or written, have been made modifying the terms of those agreement.

[signature and acknowledgment to follow on subsequent page]

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be executed by a duly authorized officer, the day and year first above written.

Grantor: **Wake County**

By: _____
Sig Hutchinson, 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 _____

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 _____, 2017.

_____ My commission expires: _____
Notary Public

Printed Name: _____

(Official Seal)

EXHIBIT A
RIGHT-OF-WAY AREA

Being that area consisting of 0.008 acres, 347 square feet, more or less and more particularly described as follows:

COMMENCING at NGS Monument 0B-1890 having NC Grid Coordinates (NAD83/11) N=759,477.87 feet and E=2,050,349.09 feet; thence S. 68-48-39 E. 4,760.36 feet to an iron rod found; thence N. 32-18-29 E. 372.77 feet to a computed point; thence N. 85-39-58 E. 86.13 feet to a computed point; thence S. 58-09-14 E. 17.01 feet to an iron rod set; thence N. 11-12-40 E. 128.23 feet to a computed point; thence S. 58-09-14 E. 538.18 feet to a computed point; thence S. 49-51-04 E. 217.38 feet to a computed point, the POINT AND PLACE OF BEGINNING; thence S. 83-11-06 E. 24.30 feet to a computed point; thence along a curve to the right having a radius of 1560.00 feet and a chord bearing and distance of S. 48-29-20 E. 16.27 feet to an iron rod set; thence S. 41-48-36 W. 12.97 feet to an iron rod set; thence N. 49-51-04 W. 36.20 feet to a computed point, said computed point being the POINT AND PLACE OF BEGINNING.

EXHIBIT B
TEMPORARY CONSTRUCTION EASEMENT AREA(S)

Being that area consisting of 0.008 acres, 363 square feet, more or less and more particularly described as follows:

COMMENCING at NGS Monument 0B-1890 having NC Grid Coordinates (NAD83/11) N=759,477.87 feet and E=2,050,349.09 feet; thence S. 68-48-39 E. 4,760.36 feet to an iron rod found; thence N. 32-18-29 E. 372.77 feet to a computed point; thence N. 85-39-58 E. 86.13 feet to a computed point; thence S. 58-09-14 E. 17.01 feet to an iron rod set; thence N. 11-12-40 E. 128.23 feet to a computed point; thence S. 58-09-14 E. 538.18 feet to a computed point; thence S. 49-51-04 E. 253.58 feet to an iron rod set, the POINT AND PLACE OF BEGINNING; thence N. 41-48-36 E. 12.97 feet to an iron rod set; thence along a curve to the left having a radius of 1560.00 feet and a chord bearing and distance of N. 48-29-20 W. 16.27 feet to a computed point; thence S. 83-11-06 E. 4.42 feet to a computed point; thence S. 41-55-39 E. 13.52 feet to a computed point; thence S. 33-07-40 E. 48.37 feet to a computed point; thence N. 49-51-04 W. 47.52 feet to an iron rod set, said iron rod being the POINT AND PLACE OF BEGINNING.