

CT 2011 1228.. 4941

WAKE COUNTY, NC 64  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
01/27/2012 AT 10:29:09

BOOK:014624 PAGE:02391 - 02394

MAIL AFTER RECORDING TO:

ENGINEERING DEPT  
REAL ESTATE SECTION  
P. O. BOX 8005  
CARY, NC 27512-8005

NORTH CAROLINA

UTILITY AND PIPELINE EASEMENT

WAKE COUNTY

THIS DEED OF EASEMENT, made this 9<sup>th</sup> day of January 20 12, by COUNTY OF WAKE, a body politic and corporate Grantors, to the Town of Cary, a municipal corporation of the State of North Carolina, Grantee. The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, the Grantors are the owners of a certain tract of land located in Wake County, North Carolina and more particularly described in Deed Book 3006 at page 246, and that the Grantors, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do hereby bargain, sell, and convey unto the Grantee for use as a utility and pipeline easement incidental to the SW1176 Project (which shall include, but not be limited to the installation, inspection, replacement, repair, operation and/or maintenance of such facilities and related appurtenances as may be necessary for the transmission of water and/or wastewater) that property lying in Wake County, N. C. and being more particularly described as follows:

(As Recorded BM2011 PG 1234 & BM2011 PG 1235 - Wake Co., NC Registry)

IT IS UNDERSTOOD AND AGREED: This easement shall be subject to the following terms and conditions:

1. The County reserves the right to flood the easement area.
2. 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.
3. 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.

- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. 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 easement and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns forever and the same Grantors do covenant that they are seized of said premises in fee and have the right to convey the same, that the same are free from encumbrances and that they will warrant and defend the said title to the same against claims of all persons whosoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal, 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.



COUNTY OF WAKE, a body of politic and corporate

By: *Paul F. Co*  
Name:  
Title: Chairman Wake County Board of Commissioners

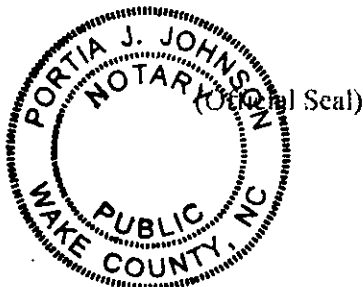
ATTEST:  
*Susan J. Banks*  
Name:  
Title: Clerk to Wake County Board of Commissioners

NORTH CAROLINA

COUNTY OF Wake

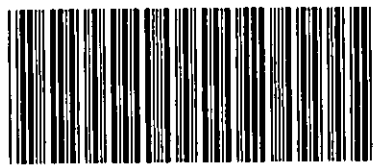
I, Portia J. Johnson, a Notary Public for said County and State, do hereby certify that Susan J. Banks, personally came before me this day and acknowledged that he/she is Clerk to the Wake County Board of Commissioners, and that by the authority duly given and act of Wake County, the foregoing instrument was signed by the Chairman of the Wake County Board of Commissioners, sealed with its corporate seal, and attested by her/him as, as Clerk to the Wake County Board of Commissioners.

Witness my hand and official seal this the 9th day of January, 2014



My commission expires: 9-5-2016

Portia J. Johnson  
Notary Public



BOOK:014624 PAGE:02391 - 02394

Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.



Wake County Register of Deeds  
Laura M. Riddick  
Register of Deeds

This Customer Group  
\_\_\_\_\_ # of Time Stamps Needed

This Document  
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