

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: 0756800223

PORTION OF 1400 AVIATION PKWY

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 \_\_\_\_\_ 2018, 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, 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, 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 Wastewater Pump Station Parallel Force Mains Improvement Project – Aviation Parkway section - SW1176 ("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:

**UTILITY EASEMENT, Easternmost**

Being a portion of that certain parcel of land lying in the Town of Morrisville, Wake County, North Carolina, described in Deed Book 3006, Page 246 as recorded with the Wake County Register of Deeds, being the property of Wake County and being more particularly described as follows:

Beginning at a computed point in the Eastern line of said Wake County property and the Western right of way line of Evans Road (120 foot public right of way), said point being located the following two calls from an existing right of way monument in the southwest intersection of said Evans Road and Aviation Parkway; South 54 degrees 43 minutes 8 seconds East, 878.07 feet to a point, thence South 42 degrees 16 minutes 29 seconds East, 240.30 feet to the POINT OF BEGINNING, thence from said Point of Beginning along said right of way line South 42 degrees 16 minutes 29 seconds East, 60.91 feet to a point, thence leaving the right of way and running across said Wake County property the following two calls South 82 degrees 33 minutes 14 seconds West, 336.15 feet to a point; thence South 70 degrees 2 minutes 48 seconds West, 59.50 feet to a point in the division line of said Wake County and lands now or formerly Lake Crabtree Apartments, LLC (Deed Book 16382, Page 1812), thence with said division line the following three calls North 56 degrees 59 minutes 1 second East, 41.62 feet to a point, thence North 84 degrees 1 minute 12 seconds East, 83.64 feet to a point, thence North 11 degrees 6 minutes 4 seconds East, 28.54 feet to a point, thence leaving said division line and again crossing Wake County property the following three calls North 82 degrees 33 minutes 14 seconds East, 182.79 feet to a point, thence North 7 degrees 26 minutes 46 seconds West, 20.00 feet to a point, thence North 82 degrees 33 minutes 14 seconds East, 46.42 feet to the POINT OF BEGINNING, containing 9,386.7 square feet more or less. This area is the same as shown on a plat titled – ‘EASEMENT SURVEY PREPARED FOR: THE TOWN OF CARY AVIATION WASTEWATER IMPROVEMENT PROJECT, TOWN OF CARY PROJECT NUMBER SW1176, SHEET 1 OF 1’ by The Wooten Company, dated March 5, 2018.

**UTILITY EASEMENT, Westernmost**

Being a portion of that certain parcel of land lying in the Town of Morrisville, Wake County, North Carolina, described in Deed Book 3006, Page 246 as recorded with the Wake County Register of Deeds, being the property of Wake County and being more particularly described as follows:

Beginning at a computed point in the division line of said Wake County property and the lands now or formerly Lake Crabtree Apartments, LLC (Deed Book 16382, Page 1812), said point being located the following four calls from an existing right of way monument in the southwest intersection of Evans Road and Aviation Parkway; South 54 degrees 43 minutes 8 seconds East, 878.07 feet to a point, thence South 42 degrees 16 minutes 29 seconds East, 301.21 feet to a point, thence South 82 degrees 33 minutes 14 seconds West, 336.15 feet to a point; thence South 70 degrees 2 minutes 48 seconds West, 111.83 feet to the POINT OF BEGINNING, thence from said Point of Beginning across the Wake County property the following five calls; South 70 degrees 2 minutes 48 seconds West, 259.33 feet to a point, thence South 70 degrees 57 minutes 26 seconds West, 337.79 feet to a point, thence North 19 degrees 2 minutes 34 seconds West, 10.00 feet to a point in the southern boundary of an existing 20 foot wide sanitary sewer easement (Deed Book 6984, Page 429), thence with said easement the following two calls; North 70 degrees 57 minutes 26 seconds East, 338.03 feet to a point, thence North 70 degrees 2 minutes 48 seconds East, 255.53 feet to a point in the aforementioned division line, thence with said division line South 38 degrees 43 minutes 25 seconds East, 10.56 feet to the POINT OF BEGINNING, containing 5,954.2 square feet more or less.

This area is the same as shown on a plat titled – ‘EASEMENT SURVEY PREPARED FOR: THE TOWN OF CARY AVIATION WASTEWATER IMPROVEMENT PROJECT, TOWN OF CARY PROJECT NUMBER SW1176, SHEET 1 OF 1” by The Wooten Company, dated March 5, 2018.’

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.

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

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 including repair of any greenway improvements affected, in accordance with generally accepted engineering and landscaping practices.
2. Grantee shall have the right to remove and keep removed from the Utility Easement 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. Grantors shall not obstruct or utilize the Utility Easement in any way that interferes with use by Grantee as provided hereunder, provided the Grantee acknowledges that Grantor has the right to use the Utility Easement area for public purposes as provided herein, including watershed and flood control purposes as stated herein.
4. In using the Utility Easement 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.
5. Grantee shall not place or construct facilities or improvements within the Utility Easement without prior approval from Grantor of the construction plans for such facilities or improvements.
6. Grantee acknowledges that the Utility Easement area is within Site 23 of the Crabtree Creek Watershed Project subject to flooding. Grantor reserves the right to flood the Utility Easement area.
7. Grantor shall not be held liable for damages to the Utility Easement area nor any improvements placed within the Utility Easement or as a result of flooding.
8. In using the Utility Easement and in construction improvements within the Utility Easement, the Grantee shall comply with all applicable Federal, State, and local laws, ordinances, rules and regulations.
9. Upon completion of construction, the Grantee shall replace all property corner irons and concrete monuments disturbed in constructing the works of improvement.

10. The Grantor, its successors and assigns, reserves the right to use the Utility Easement area for watershed and recreational purposes and for any other public purpose which the County may undertake that does not interfere with use by Grantee as provided hereunder. It is further acknowledged that a portion of the Utility Easement area is currently utilized by the Town of Morrisville as the Hatcher/Crabtree Creek Greenway Trail and that Grantee's contemplated improvements as identified herein shall require separate coordination with the Town of Morrisville.
11. In the event the Grantee ceases to use the property covered by this Utility Easement, Grantee shall record a termination of easement in the Wake County Registry and provide a copy of the same to Grantor.

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, a body politic and corporate**

By: \_\_\_\_\_

Jessica N. Holmes, Chair  
Wake County Board of Commissioners

**ATTEST**

\_\_\_\_\_  
Denise Hogan  
Clerk to the Board

**Approved as to form:**

\_\_\_\_\_  
Scott W. Warren  
Wake County Attorney

NORTH CAROLINA  
COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Denise Hogan, 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 \_\_\_\_\_ as its Clerk. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL or STAMP)