

Instrument Prepared By:	Raleigh City Attorney's Office
Brief Description for Index:	568 E. Lenoir Street
Parcel Identifier:	0102421
Project Name:	2014 Sewer Line Replacement/Rehab No. 4;
	Project No.: WS- 2014-36
Mail After Recording To:	City Real Estate Office (GPi)
	Post Office Box 590
No Revenue	Raleigh, North Carolina 27602

STATE OF NORTH CAROLINA
COUNTY OF WAKE

DEED OF EASEMENT
WITH GENERAL WARRANTY FOR
SANITARY SEWER EASEMENT
TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and executed this ____ day of _____, 2019, by Wake County, a body politic and corporate, hereinafter referred to as the 'Grantors' with a mailing address of Wake County Attorney's Office, PO Box 550, Raleigh, NC 27602, to the City of Raleigh, hereinafter referred to as the 'City', with a mailing address of 222 W. Hargett Street, Raleigh, NC, 27601.

WHEREAS, the Grantors are the Owners of the land(s) hereinafter described, and have agreed to convey to the City, according to the terms set forth below, the easement(s) hereinafter described.

The designation "Grantors" as used herein shall include the singular and plural, as required, and the masculine and neuter gender, as appropriate.

NOW, THEREFORE, for valuable consideration paid to the Grantors, receipt of which is hereby acknowledged, the Grantors have bargained and sold, and do hereby grant, sell and convey unto the City, its successors and assigns, those rights-of-way, privileges, and easements enumerated and described hereinbelow, and as more particularly identified and described in Exhibit 1, attached herein, as follows

1 SANITARY SEWER EASEMENT

An easement to construct, install, improve, remove, replace, inspect, repair, maintain and use a system of pipelines or mains for public sanitary sewer purposes, together with all appurtenant facilities and equipment necessary or convenient thereto.

Further Specific Terms and Conditions applicable to the Sanitary Sewer easement are as follows:

- a) The City is authorized to remove and keep removed from the easement all trees, vegetation, and other obstructions as necessary to maintain, repair or protect the sanitary sewer line or lines and appurtenances. This easement shall not prohibit the Grantors from (i) constructing, maintaining, and using the easement area for paved or unpaved drives and parking areas; and (ii) planting and

maintaining shallow-rooted ground cover material within the easement area, all subject to applicable law. All risk of damage to any such improvements caused by maintenance or repair of the sewer line(s) and appurtenant facilities shall be with the Grantors.

- b) Nothing herein shall be construed to grant to the City any right of access through or over any property of the Grantors other than that lying within the easement herein described and conveyed.
- c) The Grantors shall retain the fee simple ownership of the property through and over which the easement passes; provided, however, no use may be made of the property which interferes or is inconsistent with the City's easement rights and full, reasonable use thereof for sanitary sewer purposes.
- d) Following the installation of a sanitary sewer main and appurtenant facilities within the easement, the City shall re-grade, mulch, and re-seed, or otherwise restore, all disturbed areas, in accordance with generally accepted landscaping and engineering practices.

2 TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for purposes reasonably necessary and incidental to the construction of public infrastructure improvements (such as streets sidewalks, slopes, greenway trail, water, sewer and storm drainage facilities), such temporary construction purposes including the stockpiling of materials, the movement and storage of vehicles and equipment, construction staging, the repair, reconstruction and reconnection of a private driveway or driveways onto adjacent public street right-of-way, and similar purposes.

Further specific terms and conditions applicable to the Temporary Construction Easement are as follows:

- a) Following construction of the public infrastructure project, the City shall re-grade, mulch, and re-seed, or otherwise restore, the temporary easement area, in accordance with generally accepted landscaping and engineering practices.
- b) This easement shall terminate upon final completion of the project referenced above. Thereafter, the Grantors may make and enjoy all lawful uses of their property.

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

TO HAVE AND TO HOLD the above-described permanent easements, running with the land, for the respective purposes enumerated above, unto the City of Raleigh, its successors and assigns, in perpetuity.

TO HAVE AND TO HOLD the above-described temporary easements, while in effect, unto the City, its successors and assigns.

The Grantors hereby, for themselves, their heirs, successors, and assigns, hereby warrant and covenant that they are the owners of the property described in Exhibit 1; that they have the right to grant these easements; that the same are free from encumbrances except as may be hereinafter stated; and that they will warrant and defend the title to the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals, 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

(Official Seal)

PROPERTY DESCRIPTION APPROVED:

APPROVED AS TO FORM:

- ☐ Engineering Services Director/Designee
- ☒ Assistant Public Utilities Department Director

Associate City 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 Denise Hogan as its Clerk. Witness my hand and official stamp or seal, this _____ day of _____, 20____.

(SEAL)

Notary Public Signature

Notary's Printed or Typed Name

My Commission Expires: _____

EXHIBIT 1

Those easement areas specifically enumerated herein located in, upon, and across the property of the Grantors, and being more specifically identified and described on a plat prepared by CH Engineering, entitled "Easement Plat for the 2014 Sewer Line Replacement/Rehab No. 4 for Acquisition Purposes Only" and recorded in Book of Maps 2018, Page(s) 722, Wake County Registry.

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