

Instrument Prepared By:	Raleigh-City Attorney's Office
Brief Description for Index:	2817 Auburn Knightdale Rd.
Parcel Identifier:	0094735
Project Name:	Neuse River East Parallel Interceptor
Mail After Recording To:	City Real Estate Office (SG)
	Post Office Box 590
	Raleigh, North Carolina 27602

Revenue:

STATE OF NORTH CAROLINA

COUNTY OF WAKE

DEED OF EASEMENT

**WITH GENERAL WARRANTY FOR
SANITARY SEWER EASEMENT**

THIS DEED OF EASEMENT is made and executed this ____ day of _____, 20__, by Wake County, a body politic and corporate, with a mailing address of c/o Wake County Attorney's Office, PO Box 550, Raleigh, NC 27602-0550, hereinafter referred to as the "Grantors", 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 A, attached, 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. The Grantors will, however, be allowed to (1) construct, maintain, and use the

easement area for paved drives and parking areas; and (2) plant and maintain shallow-rooted ground cover material within the easement area; provided all risk of damage to any such improvements caused by maintenance or repair of the sewer line 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 fee simple ownership of the property through and over which this easement passes; provided however, no use may be made of the property which interferes with the full, reasonable use of the easement by the City 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.

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.

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 A; 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.

(The balance of this page is intended to be blank.)

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

(Official Seal)

Attested By:

Denise Hogan, Clerk to the Board

PROPERTY DESCRIPTION APPROVED:

APPROVED AS TO FORM:

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

Sr. Associate/Deputy City Attorney

STATE OF 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 and as an act of the Board, 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 seal, this _____ day of _____, 20____.

Notary Public

(SEAL)

Notary's printed or typed name

My Commission Expires: _____