

Excise Tax: \$_____

Prepared by and
After Recording Mail To: Apex Town Attorney, P.O. Box 250, Apex, NC, 27502

Brief Description for Index: Multi-Use Path – White Oak Township

Parcel Identifier: Portion of #0269868

STATE OF NORTH CAROLINA

DEED OF EASEMENTS

WAKE COUNTY

THIS DEED, made this _____ day of _____, 2019, by and between

GRANTOR	GRANTEE
Wake County, a body politic and corporate of the State of North Carolina	TOWN OF APEX, a municipal corporation of the State of North Carolina P.O. Box 250 Apex, NC 27502

In this instrument, the terms “Grantor” and “Grantee” include the singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

THAT WHEREAS, Grantor is the Owner of a certain tract of land, comprising approximately 1.58 acres, which is designated as PIN #0721-09-5966 by the Wake County Revenue Department and is more particularly described in the deed recorded in Deed Book 9276, Page 1339, Wake County Registry (“Grantor’s Lands”), and Grantor has agreed to convey to Grantee the real property interests described below on the terms hereinafter set out.

MULTI-USE PATH EASEMENT:

NOW THEREORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell, and convey unto Grantee and its successors and assigns a perpetual multi-use path easement to construct, install, utilize, improve, remove, upgrade, replace, inspect, repair, rebuild, add, reconfigure, maintain, use, and operate a public system of trails, paths, sidewalks, and/or travel ways for pedestrian and non-motorized vehicular travel, together with all the appurtenant facilities and equipment necessary or convenient to any of the above, in, upon, through, above, over, under, and across the portion(s) of Grantor’s Lands described as follows:

Being those certain areas of Grantor’s Lands defined by markings in the Legend and designated as:

- 1) NEW TOWN OF APEX MULTI-USE PATH EASEMENT OVERLAPPED WITH EXISTING TOWN OF CARY UTILITY & PIPELINE EASEMENT OUTSIDE RIGHT OF WAY AREA ‘A’ 1,023 S.F. (0.023 AC);
- 2) NEW TOWN OF APEX MULTI-USE PATH EASEMENT INSIDE RIGHT-OF-WAY AREA ‘B’ 1.03 S.F. (0.000 AC);

- 3) NEW TOWN OF APEX MULTI-USE PATH EASEMENT OVERLAPPED WITH EXISTING TOWN OF CARY UTILITY & PIPELINE ESM'T INSIDE RIGHT-OF-WAY AREA 'C' 729 S.F. (0.017 AC);
- 4) NEW TOWN OF APEX MULTI-USE PATH EASEMENT INSIDE RIGHT-OF-WAY AREA 'D' 199 S.F. (0.005 AC);
- 5) NEW TOWN OF APEX MULTI-USE PATH EASEMENT OUTSIDE RIGHT-OF-WAY AREA 'E' 346 S.F. (0.008 AC);
- 6) NEW TOWN OF APEX MULTI-USE PATH EASEMENT AREA 'F' 963 S.F. (0.022 AC);
- 7) NEW TOWN OF APEX MULTI-USE PATH EASEMENT OVERLAPPED WITH EXISTING 30' CP&L EASEMENT AREA 'G' 780 S.F. (0.018 AC);
- 8) NEW 20' TOWN OF APEX MULTI-USE PATH EASEMENT AREA 'H' 7,457 S.F. (0.171 AC);

All as shown on that certain survey plat entitled "EASEMENT ACQUISITION EXHIBIT" dated April 12, 2016 and revised August 14, 2018 by Taylor Land Consultants, PLLC, consisting of 5 sheets, said survey plat being attached hereto as Exhibit A (hereinafter the "**Survey**").

TO HAVE AND TO HOLD the aforesaid permanent easement interests and all privileges and rights thereunto belonging to the Town of Apex, its successors and assigns forever; this permanent easement shall be perpetual and binding upon the heirs, successors and assigns of the Grantor.

All the Easements conveyed herein have the following additional terms:

1. Without limiting the easement granted herein, Grantee has the right (a) to allow the general public access to and use of the multi-use path easement for pedestrian and non-motorized vehicular travel, (b) to allow the use of wheelchairs and other power-driven mobility devices within the multi-use path easement, and (c) to allow any use required by state or federal law or regulation.

2. Grantee has the right to remove and control vegetation and obstructions in the easements conveyed herein;

3. All of Grantee's facilities, structures, and related items installed in the easements are the property of Grantee;

4. Grantor shall not construct any structure within the easements conveyed herein unless Grantor obtains Grantee's prior written approval;

5. Reserved unto Grantor is the right to cross the multi-use path easement for driveways, streets, and utilities in a manner that is consistent with specifications determined by Grantor and does not interfere with Grantee's use and enjoyment of its multi-use path easement; such crossings shall be only upon Grantee's written approval which shall not be unreasonably withheld.

6. Following the installation of Grantee's line, facilities, structures, or related items, temporary construction easements conveyed herein shall terminate and Grantee will restore areas that it has disturbed in accordance with reasonable engineering and landscaping practices.

Grantor does covenant that Grantor is seized of Grantor's Lands in fee simple, has the right to convey the easement interests described herein, that the same are free from encumbrances, and that Grantor will warrant and defend the title to same against the claims of all person whatsoever, except for the exceptions hereinafter specifically stated:

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals (or if corporate, has 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 its Board of Commissioners) the day and year first above written.

Wake County, a body politic and corporate
of the State of North Carolina

BY: _____
Jessica N. Holmes, Chair
Wake County Board of Commissioners

(Official Seal)

ATTEST

Denise Hogan, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Denise Hogan personally came before me this day and acknowledge 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 Chair 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 _____, 2019.

[Signature of Notary Public]

My Commission Expires: _____

(Seal)