

Instrument prepared by: Wake County Attorney's Office (No Title Search Performed)  
*[Utilizing City of Raleigh Form Instrument]*

Brief description for index: Waterline Easement  
Property: 1763-88-5333  
City Project ID: Wendell Falls EMS Site

Mail after recording to: City of Raleigh  
Real Estate Office  
P.O. Box 590  
Raleigh, NC 27602

### **DEED OF EASEMENT FOR WATERLINE PURPOSES**

This Deed of Easement for Waterline Purposes (this “Waterline Easement”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Wake County, a \_public body politic and corporate of the State of North Carolina, (the “Grantor”) to the City of Raleigh, a North Carolina municipal corporation, with a mailing address of PO Box 590, Raleigh, NC 27602 (the “City”).

Grantor warrants that it is the owner of Lot 12 (the “Property”) as further referenced in Exhibit A attached hereto, being that same Property referenced in Deed Book 17185, Page 1663, Wake County Registry and Book of Maps 2018, Page 1270, assigned Wake County PIN 1763-88-5333 that it is vested of the premises in fee simple, and that the premises are free from encumbrances except as expressly stated within this instrument.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, which may include permitting and approvals of the City for development activity on the Property, and in further consideration of the mutual covenants and terms, conditions and restrictions hereinafter set forth, the Grantor hereby gives, grants, bargains and conveys unto the City, its successors and assigns, in perpetuity, the right, privilege and easement, now and hereafter, to construct, install, improve, reconstruct, remove, replace, inspect, repair, maintain, and use a system of pipelines or mains for public water supply and distribution purposes, together with all appurtenant facilities and equipment (the “Facilities”) necessary or convenient thereto in, upon and across the Property, the area subject to this easement being more particularly identified and described in Exhibit A as “New 5’ x 14’ City of Raleigh Waterline Easement” and “New 5’ x 20’ City of Raleigh Waterline Easement” , collectively referred to herein as “Waterline Easement” or “Easement”), attached hereto and incorporated herein by reference.

THE WATERLINE EASEMENT HEREIN DESCRIBED AND CONVEYED IS: (choose one)

☐ Located on a parcel that includes the Grantor's primary residence, but the Grantor's primary residence is not a property interest being conveyed; or

☒ Does not include a primary residence.

### **Subordination**

[Any existing deeds of trust, mortgages, or liens encumbering the Property, other than property tax liens for the current tax year or governmental improvement assessment liens, must be subordinated to this Waterline Easement. Such encumbrances must be listed and the Waterline Easement must be executed by the beneficiary and trustee (if trustee execution is necessary per the terms of the security instrument), mortgagee, or lien holder to evidence such subordination.]

GRANTOR REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS WATERLINE EASEMENT, OR THAT IF ANY OF THE FOREGOING EXIST, THEY SHALL BE SUBORDINATE TO THIS WATERLINE EASEMENT THROUGH THE SUBORDINATION LANGUAGE HEREIN.

Grantor acknowledges that the City is acting in reliance on Grantor's authority to enter into this Waterline Easement and the terms, conditions, obligations, and restrictions imposed herein in its authorization to either subdivide the Property or in the issuance of any permits or development approvals associated with any construction of improvements on the Property and that the City may suffer irreparable harm from the violation of the terms established herein.

THE FURTHER TERMS AND CONDITIONS of the easement interest herein conveyed are as follows:

1. The City is authorized hereunder to remove and keep removed from the easement all trees, vegetation, and other obstructions as necessary to maintain, repair or protect said waterline or lines and appurtenances. This easement shall not prohibit the Grantor 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 laws and regulations. All risk of damage

to such improvements caused by maintenance or repair of the waterline(s) and appurtenant facilities shall be with the Grantor.

2. Nothing herein shall be construed to grant to the City any right of access through or over any other property of the Grantor except that lying within the easement herein described and conveyed.
3. The Grantor 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 or is inconsistent with the City's easement rights and full, reasonable use thereof for waterline purposes.
4. To the extent reasonably necessary and incidental to the installation of Facilities within the waterline easement area herein described, Grantor grants to City a temporary construction easement in the immediate area surrounding the Waterline Easement as depicted in the attached Exhibit A for 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. Following the installation of the Facilities within the Waterline Easement herein described, any temporary construction easement interest herein conveyed to the City shall terminate; and further, the area within the waterline and temporary easements shall be re-graded, mulched, and re-seeded or otherwise restored in accordance with generally accepted landscaping and engineering practices.

TO HAVE AND TO HOLD the terms, conditions, obligations and restrictions imposed herein shall be binding upon the Grantor, its successors and assigns, and shall continue as a servitude running with the land in perpetuity. The Grantor hereby covenants that it is the owner of the aforesaid premises, that it has the right to grant such easements and that with the exception of that certain 5' Private Utility Easement depicted on Exhibit A, the premises are free and clear of any material encumbrances and will warrant and defend title to the same against lawful claims of all persons whomsoever. This Waterline Easement shall not divest the Grantor of any rights or interests in its Property not herein mentioned.

*[Signature pages follow this page]*

**[Grantor Signature Page]**

IN WITNESS WHEREOF, Grantor hereby executes this Waterline Easement under seal as of the day and year first above written.

GRANTOR:

Wake County, North Carolina

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

Name: Greg D. Ford (SEAL)

Its: Chairman, Wake County Board of Commissioners

ATTESTED TO:

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

NORTH CAROLINA, WAKE COUNTY

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

CITY OF RALEIGH VERIFICATION:

**PROPERTY DESCRIPTION VERIFIED AND  
APPROVED FOR RECORDING:  
PUBLIC UTILITIES DEPARTMENT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTORNEY CERTIFICATION:

I, Scott W. Warren, an attorney licensed to practice law in the State of North Carolina, certify to the City of Raleigh that this Waterline Easement has been prepared in accordance with the instructions provided by the City of Raleigh, that I am familiar with the requirements of any development approvals of the City of Raleigh associated with this Waterline Easement and have prepared this instrument in accordance with such requirements. If a deed of trust is being subordinated to this Waterline Easement and the signature of the trustee is not provided, I hereby certify that I have reviewed that deed of trust and verify that the terms of the deed of trust do not require trustee consent or signature for the subordination to be effective.

\_\_\_\_\_  
Wake County Attorney

NC Bar #: \_\_\_\_\_

**EXHIBIT A**

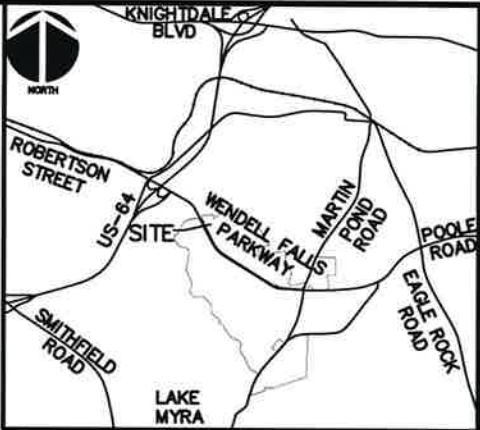
*[Exhibit A follows this page]*

I, ROBIN L. LEE, PLS L-3759,  
CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY  
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY  
SUPERVISION FROM INFORMATION SHOWN IN DEED BOOKS  
REFERENCED ON MAP AND MAP BOOKS REFERENCED ON  
MAP; THAT ANY LINES NOT ACTUALLY SURVEYED APPEAR  
AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION  
AS NOTED ON THE PLAT; THAT THE RATIO OF PRECISION AS  
CALCULATED IS BETTER THAN 1:10,000; THAT THE AREA IS  
COMPUTED BY COORDINATE METHOD; THAT THIS PLAT WAS  
PREPARED IN ACCORDANCE WITH G. S. 47-30 (m) AS  
AMENDED. THE FOLLOWING INFORMATION WAS USED TO  
PERFORM THE SURVEY:

CLASS OF SURVEY: AA  
POSITIONAL ACCURACY: 0.04'(HORIZONTAL), 0.05'(VERTICAL)  
TYPE OF GPS FIELD PROCEDURE: VRS  
DATES OF SURVEY: 04/09/2018  
DATUM/EPOCH: NAD83/2011  
PUBLISHED/FIXED CONTROL USE: FIXED CONTROL  
GEOID MODEL: GEOID 12B  
COMBINED GRID FACTOR: 0.9999043263  
UNITS: US SURVEY FEET  
TYPE AND MODEL OF GPS RECEIVER USED: TRIMBLE R8  
PROPERTY CORNERS WERE LOCATED USING CONVENTIONAL  
SURVEYING METHODS

WITNESS MY ORIGINAL SIGNATURE,  
REGISTRATION NUMBER, AND SEAL THIS THE 6<sup>th</sup>  
DAY OF March A.D., 2020.

ROBIN L. LEE L-3759  
PROFESSIONAL LAND SURVEYOR



VICINITY MAP  
NOT TO SCALE

Curve Table						
Curve #	Radius	Length	Tangent	Chord Bearing	Ch. Length	Delta
C1	444.79'	84.85'	42.56'	N84°56'28"W	84.72'	010°55'49"
C2	989.77'	87.60'	43.83'	S87°04'34"W	87.57'	005°04'15"
C3	863.00'	5.79'	2.89'	S76°49'38"W	5.79'	000°23'03"

Line Table		
Line #	Direction	Length
L1	S89°58'04"E	0.52'
L2	N89°58'04"W	5.00'
L3	S89°58'04"E	5.00'
L4	N89°58'04"W	6.34'
L5	N89°58'04"W	5.00'
L6	S89°56'07"E	5.00'

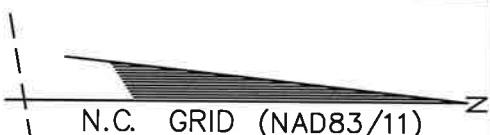
NOTES:

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET. (UNLESS OTHERWISE STATED)
2. ALL BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD 1983/11).
3. THIS SURVEY PERFORMED AND MAP PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THIS SURVEY IS SUBJECT TO ANY FACTS AND EASEMENTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

**MCKIM & CREED**  
ENGINEERS, PLANNERS, SURVEYORS  
1730 VARSITY DRIVE  
SUITE 500  
RALEIGH, NC 27606  
PHONE (919) 233-8091  
NC FIRM# F-1222

EXHIBIT MAP OF

CITY OF RALEIGH WATER LINE EASEMENTS  
FOR  
WENDELL FALLS EMS SITE  
BAR SCALE: 1" = 60' DATE: 09/05/2019



N87°10'57"E 457.50'  
155' DUKE ENERGY  
PROGRESS UTILITY  
EASEMENT

37' ACCESS EASEMENT

LOT 11  
BM 2018, PG. 1270  
PIN # 1763-98-2178

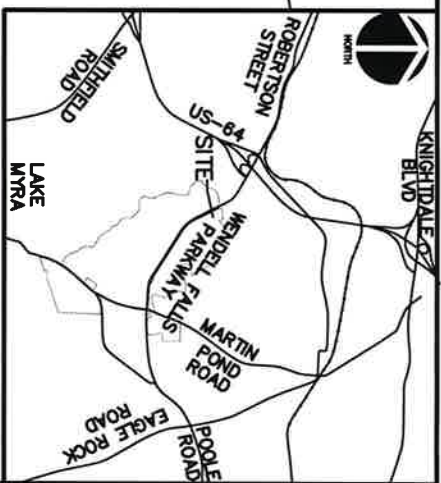
20' PERMANENT  
DRAINAGE EASEMENT

N/F  
WAKE COUNTY  
DB 17185, PG. 1663  
BM 2018, PG. 1270  
LOT 12  
PIN # 1763-88-5333

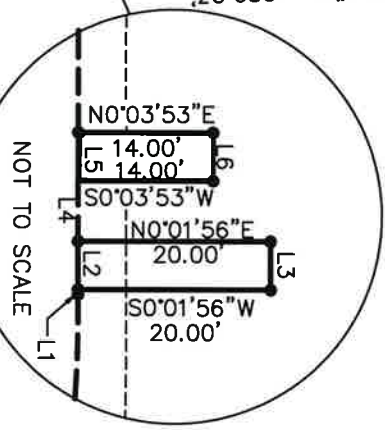
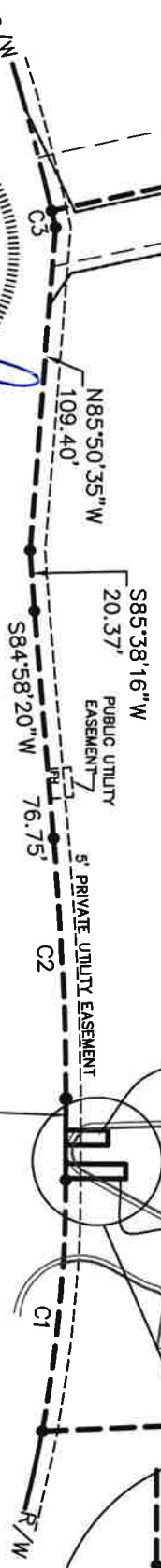
NEW 5' X 14' CITY  
OF RALEIGH WATER  
LINE EASEMENT  
70 SQ. FT.

NEW 5' X 20' CITY OF  
RALEIGH WATER LINE  
EASEMENT  
100 SQ. FT.

LOT 13  
BM 2018, PG. 1270  
PIN # 1763-98-2178



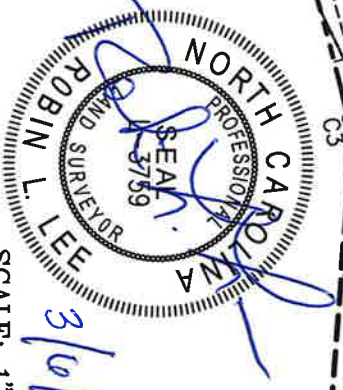
VICINITY MAP  
NOT TO SCALE



TAYLOR ROAD N89°58'04"W 10.66'  
(VARIABLE WIDTH R/W)

LEGEND

- DB DEED BOOK
- GRID GRID DISTANCE
- N/F NOW OR FORMERLY
- PB PLAT BOOK
- PG PAGE
- PP POWER POLE
- R/W RIGHT OF WAY
- RC REBAR WITH CAP
- NEW EASEMENT
- PROPERTY LINES NOT SURVEYED



SCALE: 1" = 60'



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NC FIRM# F-1222

NOTE: SEE SHEET 1 FOR NOTES AND CERTIFICATIONS  
EXHIBIT MAP OF

CITY OF RALEIGH WATER LINE EASEMENTS  
FOR  
WENDELL FALLS EMS SITE  
BAR SCALE: 1" = 60' DATE: 09/05/2019

SHEET 2 OF 2

MARK'S CREEK TOWNSHIP

WAKE COUNTY

NORTH CAROLINA