

Instrument Prepared By: Raleigh City Attorney's Office  
Brief Description for Index: 10505 Poole Road  
Parcel Identifier: 0359350  
Project Name: Wendell Falls Sewer Extension  
Mail After Recording To: City Real Estate Office (GPI)  
Post Office Box 590  
Raleigh, North Carolina 27602  
No Revenue

**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 \_\_\_\_\_, 2020, 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; and

WHEREAS, a portion of the land is encumbered by a conservation easement recorded in Deed Book 12590, Page 1231, Wake County Registry, and the holder of said conservation easement joins in this Deed of Easement for the purposes of (i) consenting to Grantors' conveyance of an easement to the City described hereinafter, and (ii) acknowledging that by granting the rights to the City herein, Grantors are not in violation of the terms of the aforementioned conservation easement.

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 sewer improvements, such temporary construction purposes including the stockpiling of materials, the movement and storage of vehicles and equipment, construction staging, and similar purposes.

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

- a) Following construction of the sanitary sewer main and appurtenant facilities within the sanitary sewer easement set forth above, the area within the temporary easement shall be re-graded, mulched, and re-seeded, or otherwise restored, 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, or 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 specifically set forth in the attached Exhibit 2 (the "Permitted Exceptions"); that such Permitted Exceptions shall not impair or otherwise interfere with the City's full use and enjoyment of the easements herein granted; and that Grantors will warrant and defend such title 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**

**ATTEST**

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

Gregory D. Ford, Chairman

Wake County Board of Commissioners

\_\_\_\_\_

Yvonne C. Gilyard

Deputy Clerk to the Board

(Official Seal)

PROPERTY DESCRIPTION APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
☐ Engineering Services Director/Designee

\_\_\_\_\_  
Deputy/ Sr. Associate City Attorney

☒ Assistant Public Utilities Department Director

NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Yvonne C. Gilyard, personally appeared before me this day and acknowledged that she is the Deputy 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 Yvonne C. Gilyard as its Deputy 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: \_\_\_\_\_

CONSENTED TO AND ACKNOWLEDGED BY:

Smoky Mountain National Land Trust, Inc., a North Carolina Non-Profit Corporation

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

\_\_\_\_\_, President

Biltmore Park, Suite 244

Two Town Square Boulevard

Asheville, NC 28803

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the President of Smoky Mountain National Land Trust, Inc., a North Carolina corporation and that by authority duly given, as president, voluntarily executed the foregoing on behalf of the corporation or the purposes stated herein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

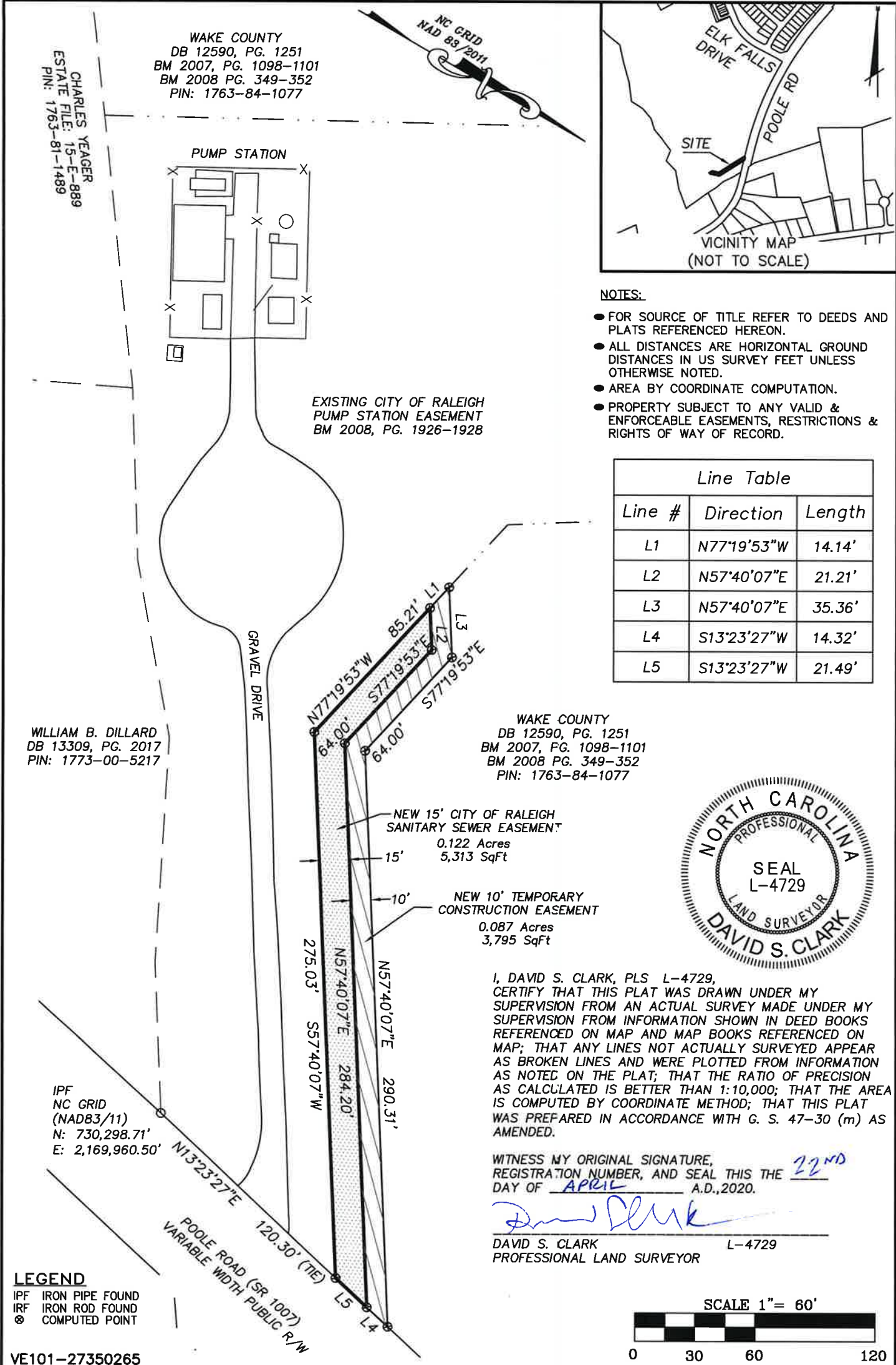
Notary Public

(Type/Print Name)

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

(SEAL)

EXHIBIT 1



EASEMENT SURVEY PREPARED FOR  
NASH WENDELL FALLS, LLC

EASEMENT TO BE ACQUIRED FROM OWNER:  
**WAKE COUNTY**  
(DB 12590, PG. 1251)

MARKS CREEK TOWNSHIP  
WAKE COUNTY, NORTH CAROLINA



**McKIM & CREED**

ENGINEERS, PLANNERS, SURVEYORS  
1730 VARSITY DRIVE, SUITE 500  
RALEIGH, NORTH CAROLINA 27606  
PHONE (919) 233-8091  
FAX (919) 233-8031  
F-1222

2/11/2020

SHEET 1 OF 1

## EXHIBIT 2 - Permitted Exceptions

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1. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Book of Maps 2007, Pages 1098-1101; Book of Maps 1885, Page 64; Book of Maps 1987, Page 515; Book of Maps 1988, Page 209; Book of Maps 2005, Page 242; and Book of Maps 2005, Page 292.
2. Any discrepancy, conflict, matters regarding access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean highwater mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.
3. Rights of tenants in possession, if any, as tenants only, under unrecorded leases for a duration of less than three (3) years.
4. Development Agreement recorded in Book 12069, page 2143.
5. Reservation of Easements and other matters contained in that certain deed recorded in Book 12590, page 1251.
6. Conservation Easement and Declaration of Restrictions and Covenants recorded in Book 12590, page 1231.
7. General Utility Easement(s) to Carolina Power & Light Company recorded in Book 4653, page 185; Book 2973, page 269; Book 2968, page 442; Book 2484, page 317; Book 1535, page 27; Book 1535, page 26; Book 972, 301; Book 972, page 251; Book 919, page 270; and Book 919, page 215.
8. Transmission Line Easement(s) to Carolina Power & Light Company recorded in Book 4234, page 40; Book 4205, page 758; Book 3936, page 278; Book 2280, page 663; Book 1459, page 545; and Book 435, page 437.
9. Title to any portion of the Land lying within the right of way of Poole Road and any public road rights of way affecting the Land.
10. Rights of others in and to the continuous and uninterrupted flow of the waters bounding or crossing the Land and riparian and/or littoral rights incident to the Land.

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