

Instrument Prepared By: Wyrick Robbins Yates & Ponton LLP (CVA), 4101 Lake Boone Trail,
Suite 300, Raleigh NC 27607 [Without Benefit of Title Examination]
Brief Description for Index: Permanent Drainage Easement and Temporary Construction Easements
Parcel Identifier: 2706-10-7210 / 1002 Dogwood Drive, Zebulon NC 27597
Mail After Recording To: Town of Zebulon
Attn: Chris Ray, Director of Public Works
450 East Horton Street
Zebulon, NC 27597

Revenue Stamps: \$_____

STATE OF NORTH CAROLINA

Permanent Drainage Easement and
Temporary Construction Easements

COUNTY OF WAKE

THIS DEED, made and executed this _____ day of _____, 2020, by and between

GRANTOR	GRANTEE
Wake County, a body politic and corporate c/o Wake County Attorney's Office P.O. Box 550 Raleigh, NC 27602-0550	Town of Zebulon, a North Carolina municipal corporation 450 East Horton Street Zebulon, NC 27597

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include the singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, Grantor is the Owner of a certain tract of land, consisting of approximately 12.7 acres and designated as PIN No. 2706-10-7210 by the Wake County Revenue Department ("Grantor's Land"), and Grantor has agreed to convey to Grantee the easements described below, for the purpose of completing certain drainage, lighting, traffic and other right-of-way expansions and improvements to improve traffic flow and pedestrian safety along the North Arendell corridor (the "Project"), according to the terms set forth therein:

TEMPORARY CONSTRUCTION EASEMENTS:

WITNESSETH, that Grantor, for a valuable consideration paid to Grantor by Grantee the receipt and sufficiency of which is acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee temporary construction easements to construct and install certain utility, lighting, drainage and transportation facilities, improvements and appurtenances relating to the Project, said temporary construction easements being in certain limited portions of Grantor's Lands as shown on Exhibit A attached hereto and described on Exhibit A-1 ("Temporary Construction Easement #1" and "Temporary Construction Easement #2", collectively referred to herein as the "Temporary Construction Easements").

The Grantee shall be entitled to use the Temporary Construction Easements as shall be reasonably necessary and incidental to the construction of the improvements from Monday through Saturday: 7:00 a.m. – 7:00 p.m. Notwithstanding the foregoing, the parties hereby agree and acknowledge that Grantee may be required, on a limited basis, to perform certain work outside of the stated hours for the express purpose of installing certain improvements. Grantee, and any third party contractors working on behalf of Grantee, shall complete the improvements in a commercially reasonable manner and use best efforts to minimize any disturbance to residents, occupants, visitors, or normal business operations of the Grantor's Land. At no time shall the Grantor's Land be used for the staging and/or stockpiling of material or equipment related to the Project.

The term of the Temporary Construction Easements shall run until construction of the roadway, storm drainage, sidewalks, and signal improvements under the North Arendell Access and Operational Improvements project is complete ("TCE Term"), and upon the expiration of the TCE Term the easement rights of the Grantee in the Temporary Construction Easements shall terminate.

TO HAVE AND TO HOLD the aforesaid Temporary Construction Easements rights until the expiration of the TCE Term, at which time the Temporary Construction Easements shall terminate, and Grantee shall return any disturbed areas to the preconstruction condition, subject to normal wear and tear and casualty events.

PERMANENT DRAINAGE EASEMENT:

WITNESSETH, that Grantor, for a valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, a perpetual easement, now and hereafter, for drainage purposes, including the right to do all things necessary, including, but not being limited to, the right (i) to enter said easement area at all times to install, inspect, repair, maintain and alter such drainage improvements, facilities and appurtenances that Grantee may deem necessary for the completion of the Project; and (ii) to clear and keep said easement area cleared of vegetation, undergrowth, buildings, structures and obstructions, and (iii) to use lawful chemicals, machinery and other forms of equipment and devices as necessary located on that limited portion of Grantor's Lands described on Exhibit B attached hereto, and as shown on that certain survey plat entitled "**Property Surveyed for the Town of Zebulon**", prepared by Summit Design and Engineering Services, dated July 12, 2019, recorded in Book of Maps 2020 Page _____, Wake County Registry (the "Permanent Drainage Easement").

TO HAVE AND TO HOLD the aforesaid Permanent Drainage Easement and all privileges and rights thereunto belonging to the Town of Zebulon, its successors and assigns forever; this Permanent Drainage Easement shall be perpetual and binding upon the heirs, successors and assigns of Grantor.

Grantor hereby represents, warrants and covenants that: (i) Grantor is seized of Grantor's Land in fee simple; (ii) Grantor has the right and authority to convey the easements to Grantee; (iii) except as

previously disclosed to Grantee in writing, the easements are free from any and all encumbrances; and (iv) Grantor will defend Grantee's (and Grantee's successors' and assigns') title to the easements against all lawful claims of other parties.

(Remainder of page intentionally blank. Signature page follows.)

IN WITNESS WHEREOF, Grantor has hereunto caused this instrument to be signed the day and year first above written.

GRANTOR:

WAKE COUNTY, a
body politic and corporate

By: _____
Gregory D. Ford, Chairman
Wake County Board of Commissioners

ATTEST

Name:
Title: Clerk to the Board

NORTH CAROLINA
COUNTY OF WAKE

I, _____ a Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and acknowledged that he/she is the Clerk of the Wake County Board of Commissioners and that by authority duly given and as the act of said County, 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 _____ as its Clerk. Witness my hand and official stamp or seal, this _____ day of _____, 2020.

Notary Public

Notary's printed or typed name

(SEAL or STAMP)

My Commission Expires: _____

EXHIBIT A

DEPICTION OF TEMPORARY
CONSTRUCTION EASEMENTS

[SEE ATTACHED]

EXHIBIT A-1

Metes and Bounds Description
Town of Zebulon, North Carolina
Temporary Construction Easement #1
Property of Wake County, North Carolina
PIN: 2706-10-7210

BEGINNING at a point lying on the eastern margin of the right-of-way of Jones Street, and being also the westernmost corner of the parcel owned by Wake County, having PIN 2706107210, as described in Deed Book 6482 Page 698 of the Wake County Registry, and being also the southernmost corner of the parcel owned by Wake County Board of Education, having PIN 2706116112, as described in Deed Book 13625 Page 1724 of the Wake County Registry, having localized NCDOT Project U5118FB Grid Coordinates N: 760399.31' and E: 2201126.19', and being the same point referenced as Y2 Alignment (Jones Street) Station 13+89.05 - Left 30.09', per NCDOT Project U5118FB Plan Sheet No. 4 as designed by Volkert (NC License No. F-0765); thence leaving the eastern margin of the right-of-way of Jones Street, along the property line between Wake County, and Wake County Board of Education, on a bearing and distance of North 55°16'55" East 9.91' to a calculated point on said property line, and referenced as Y2 Alignment Station 13+89.25 - Left 40.00'; thence leaving the property line between Wake County, and Wake County Board of Education, on a bearing and distance of South 35°53'22" East 108.74' to a point that is interior to the property of Wake County, and referenced as Y3 Alignment Station 14+98.00 - Left 40.00'; thence on a bearing and distance of South 54°06'38" West 9.95' to a set rebar and cap on the eastern margin of the right-of-way of Jones Street, and referenced as Y2 Alignment Station 14+98.00- Left 30.05'; thence along the eastern margin of the right-of-way of Jones Street on a bearing and distance of North 35°52'02" West 108.95' to the Point of Beginning and encompassing an area of 0.0248 Acres (1081 Square Feet) more or less.

Metes and Bounds Description
Town of Zebulon, North Carolina
Temporary Construction Easement #2
Property of Wake County, North Carolina
PIN: 2706-10-7210

BEGINNING at a set rebar and cap lying on the eastern margin of the right-of-way of Jones Street, and being also on the western boundary of the parcel owned by Wake County, having PIN 2706107210, as described in Deed Book 6482 Page 698 of the Wake County Registry, and having localized NCDOT Project U5118FB Grid Coordinates N: 760294.82' and E: 2201201.74', and being the same point referenced as Y2 Alignment (Jones Street) Station 15+18.00 - Left 30.04', per NCDOT Project U5118FB Plan Sheet No. 4 as designed by Volkert (NC License No. F-0765); thence leaving the eastern margin of the right-of-way of Jones Street, on a bearing and distance of North 54°06'38" East 9.96' to a calculated point that is interior to the property of Wake County, and referenced as Y2 Alignment Station 15+18.00 - Left 40.00'; thence on a bearing and distance of South 35°53'22" East 129.45' to a calculated point lying on the northern margin of the right-of-way of Dogwood Drive, and referenced as Y2 Alignment Station 16+47.45 - Left 40.00'; thence along the northern margin of the right-of-way of Dogwood Drive, on a bearing and distance of South 87°09'44" West 11.94' to the intersection of the northern margin of the right-of-way of Dogwood Drive and the eastern margin of the right-of-way of Jones Street, and referenced as Y2 Alignment Station 16+40.94 - Left 29.99'; thence along the eastern margin of the right-of-way of Jones Street, on a bearing and distance of North 35°52'02" West 122.94' to the Point of Beginning and encompassing an area of 0.0289 Acres (1260 Square Feet) more or less.

EXHIBIT B

Metes and Bounds Description
Town of Zebulon, North Carolina
Permanent Drainage Easement
Property of Wake County, North Carolina
PIN: 2706-10-7210

BEGINNING at a set rebar and cap lying on the eastern margin of the right-of-way of Jones Street, and being also on the western boundary of the parcel owned by Wake County, having PIN 2706107210, as described in Deed Book 6482 Page 698 of the Wake County Registry, and having localized NCDOT Project U5118FB Grid Coordinates N: 760294.82' and E: 2201201.74', and being the same point referenced as Y2 Alignment (Jones Street) Station 15+18.00 - Left 30.04', per NCDOT Project U5118FB Plan Sheet No. 4 as designed by Volkert (NC License No. F-0765); thence along the eastern margin of the right-of-way of Jones Street, on a bearing and distance of North 35°52'02" West 20.00' to a set rebar and cap on the eastern margin of said right-of-way, and referenced as Y2 Alignment Station 14+98.00 - Left 30.05'; thence leaving the eastern margin of the right-of-way of Jones Street, on a bearing and distance of North 54°06'38" East 39.95' to a set rebar and cap that is interior to the property of Wake County, and referenced as Y2 Alignment Station 14+98.00 - Left 70.00'; thence on a bearing and distance of South 35°53'22" East 20.00' to a set rebar and cap that is interior to the property of Wake County, and referenced as Y2 Alignment Station 15+18.00- Left 70.00'; thence on a bearing and distance of South 54°06'38" West 39.96' to the Point of Beginning and encompassing an area of 0.0183 Acres (799 Square Feet) more or less.