

Instrument prepared by: \_\_\_\_\_  
[Utilizing City of Raleigh Form Instrument]

Brief description for index: Sewer Easement  
Property: 10505 Poole Road, Wendell, NC  
City Project ID: \_\_\_\_\_

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

### **DEED OF EASEMENT FOR SANITARY SEWER PURPOSES**

This Deed of Easement for Sanitary Sewer Purposes (this “Sewer Easement”) is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Wake County, a body politic and corporate, with a mailing address of Wake County Attorney’s Office, PO Box 550, Raleigh, NC 27602 (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 is the owner of the property (the “Property”) described in the instrument recorded at Book 012590, Page 01251, Wake County Registry.

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

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 sanitary sewer 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 “City of Raleigh Sanitary Sewer Easement” (or by an equivalent label), attached hereto and incorporated herein by reference.

THE PROPERTY INTEREST HEREIN DESCRIBED AND CONVEYED does not include a primary residence.

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. Grantor covenants that it is vested of the Property in fee simple, has the right to convey the same in fee simple, that the Property is free from encumbrances except as specifically set forth in the attached Exhibit B (the "Permitted Exceptions"); that such Permitted Exceptions shall not impair or otherwise interfere with the City's full use and enjoyment of the easement herein granted; and that Grantor will warrant and defend such title against lawful claims of all persons whomsoever. This Sewer Easement shall not divest the Grantor of any rights or interests in its Property not herein mentioned.

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 sanitary sewer line or lines and appurtenances. This easement shall not prohibit the Grantor from 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 sewer line(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 sanitary sewer purposes.
4. To the extent reasonably necessary and incidental to the installation of Facilities within the sanitary sewer easement area herein described, Grantor grants to City a temporary construction easement 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. If so granted to the City, the temporary construction easement is more particularly identified and described on Exhibit A as "Temporary Construction Easement" (or an equivalent label). Following the installation of the Facilities within the sanitary sewer easement herein described, any temporary construction easement interest herein conveyed to the City shall terminate; and further, the area within the sanitary sewer and temporary easements shall be re-graded, mulched, and re-seeded or otherwise restored in accordance with generally accepted landscaping and engineering practices.

*[Signature pages follow this page]*

**[Grantor Signature Page]**

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

**Wake County, a body politic and corporate**

**ATTEST:**

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

Matthew M. Calabria, Chair

Wake County Board of Commissioners

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

Yvonne Gilyard, Clerk to the Board

(Official Seal)

NORTH CAROLINA

COUNTY OF WAKE

I, a Notary Public of the County and State aforesaid, certify that Yvonne Gilyard, 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 Yvonne Gilyard as its 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: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONSENTED TO AND ACKNOWLEDGED BY:

Southeast Regional Land Conservancy, Inc., Successor in Interest to Smoky  
Mountain National Land Trust, Inc., a North Carolina Non-Profit Corporation

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

James C. Wright, Executive Director

6111 Peachtree Dunwoody Road

Building E, Suite 102

Atlanta, GA 30328

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 Executive Director of Southeast Regional Land Conservancy, Inc., a North Carolina corporation and that by authority duly given, as Executive Director, 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

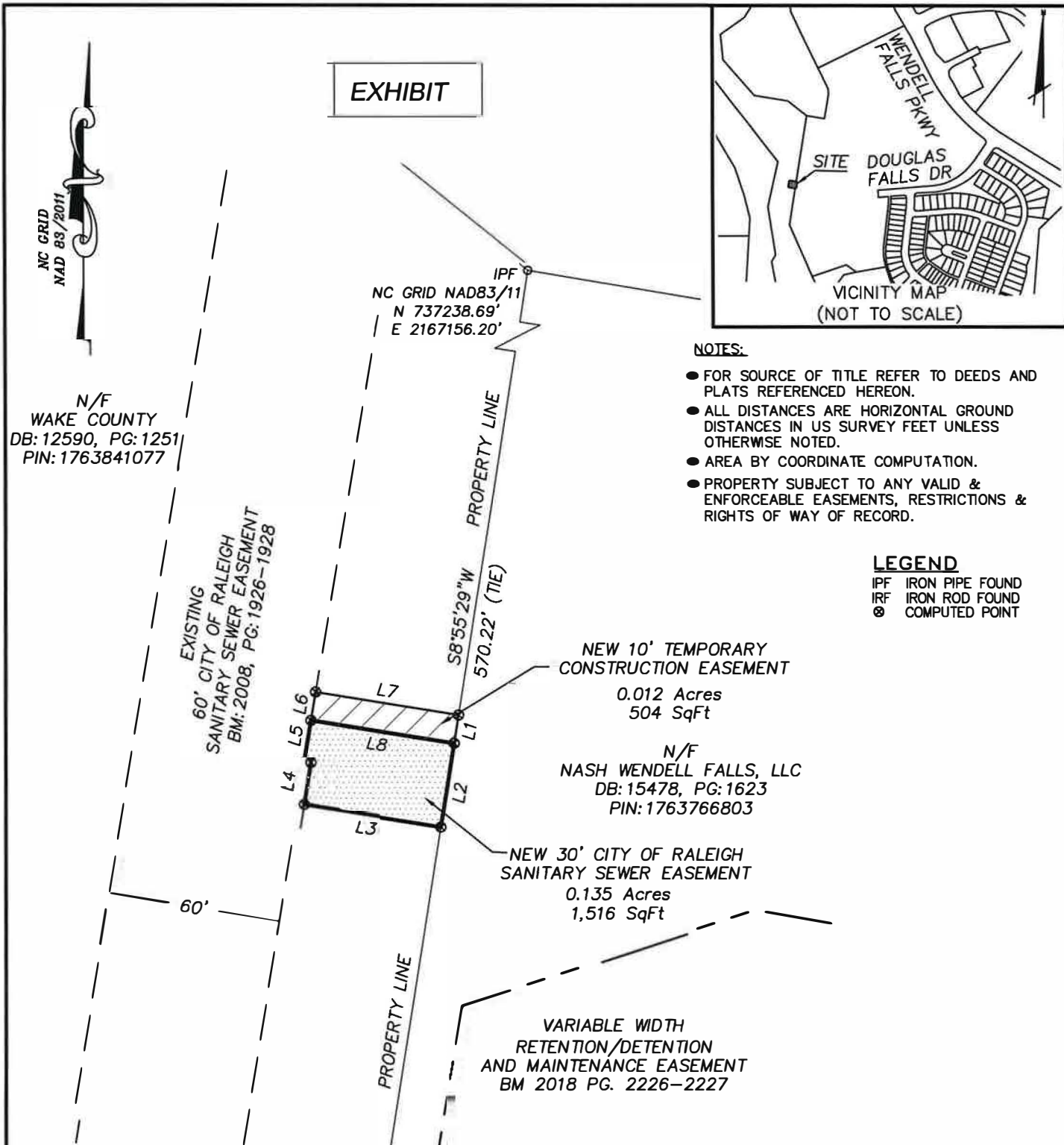
(Type/Print Name)

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

(SEAL)

**EXHIBIT A**

*Exhibit A follows this page*



- NOTES:
- FOR SOURCE OF TITLE REFER TO DEEDS AND PLATS REFERENCED HEREON.
  - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FEET UNLESS OTHERWISE NOTED.
  - AREA BY COORDINATE COMPUTATION.
  - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.

LEGEND

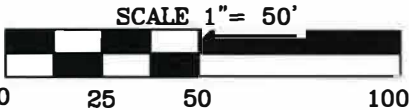
IPF IRON PIPE FOUND  
IRF IRON ROD FOUND  
⊗ COMPUTED POINT

Line Table		
Line #	Direction	Length
L1	S08°55'29"W	10.00'
L2	S08°55'29"W	30.00'
L3	N80°55'03"W	50.59'
L4	N09°00'17"E	14.96'
L5	N09°23'07"E	15.04'
L6	N09°23'07"E	10.00'
L7	S80°55'03"E	50.37'
L8	S80°55'03"E	50.45'

I, DAVID S. CLARK, PLS L-4729, 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.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS THE 2ND DAY OF NOVEMBER, A.D., 2020.

*David S. Clark*  
DAVID S. CLARK L-4729  
PROFESSIONAL LAND SURVEYOR



VE101-27350274

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

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

6 / 19 / 2020

SHEET 1 OF 1

## **EXHIBIT B - 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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