

Instrument prepared by:

[Utilizing City of Raleigh Form Instrument]

Brief description for index:

Sewer Easement

Property:

1400 Auman Road & 0 Old Stage Road, Raleigh, 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 properties (the “Property”) described in the instrument recorded at Book 10601, Page 0134, Wake County Registry.

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: _____

Matt Calabria, Chair

Wake County Board of Commissioners

By: _____

Yvonne C. 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 C. 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 C. 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: _____

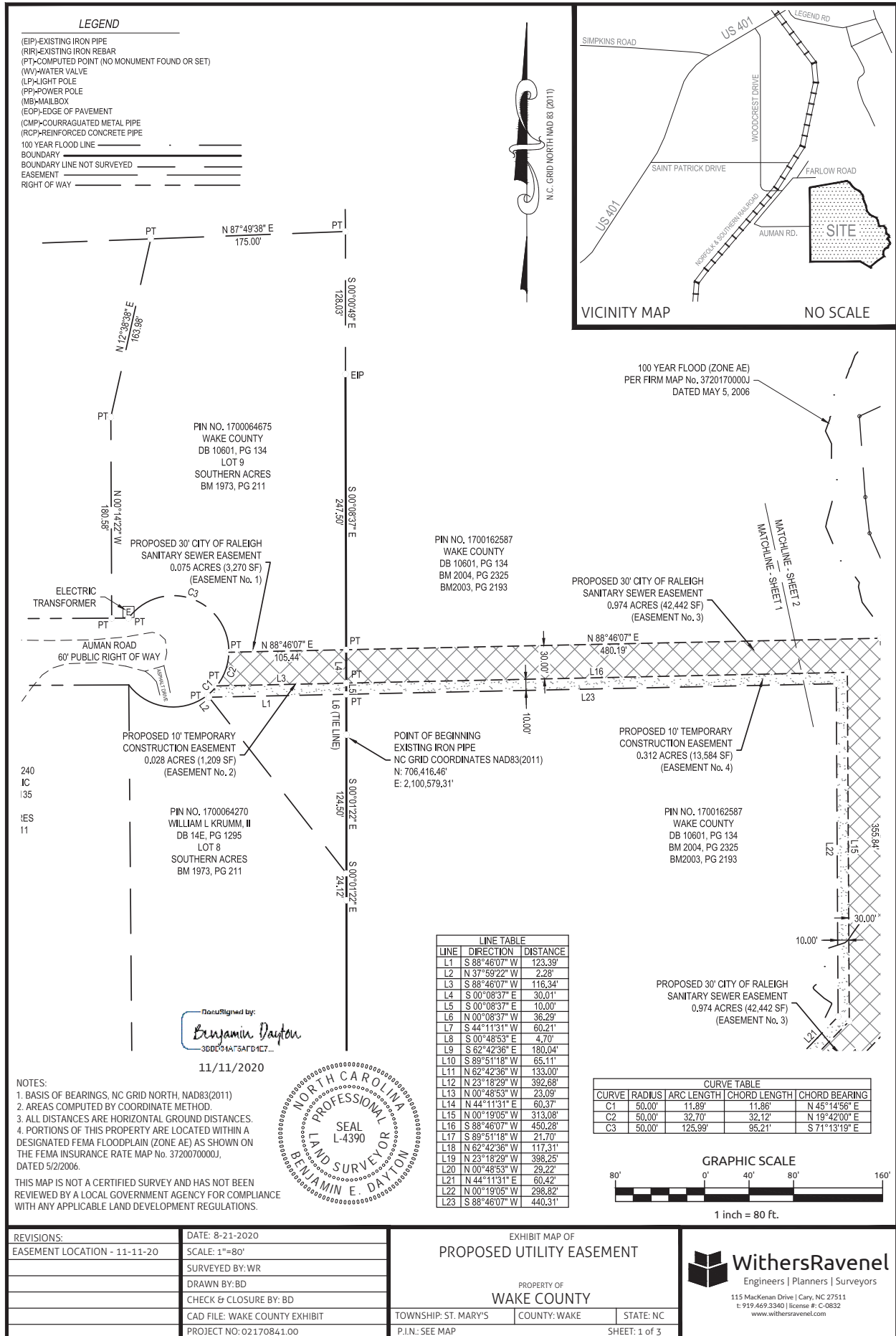
Name: _____

Title: _____

EXHIBIT A

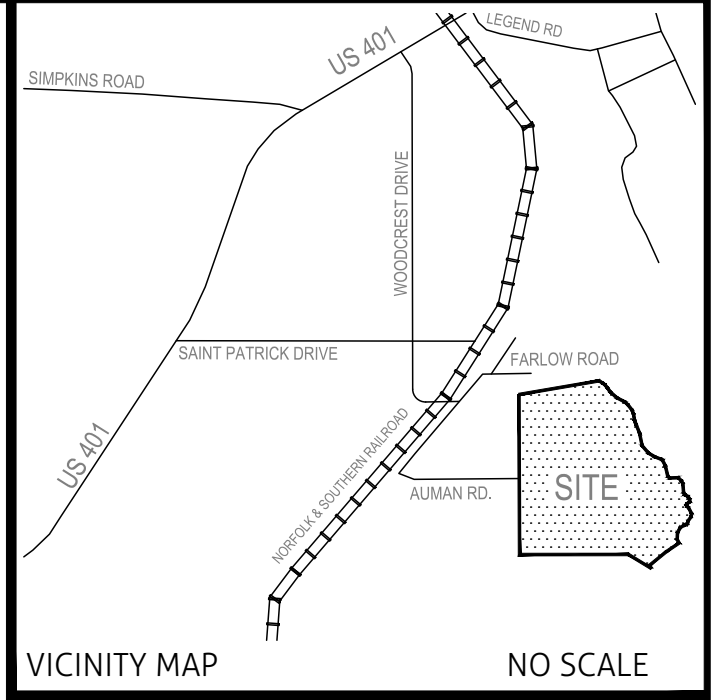
Exhibit A follows this page

EXHIBIT A



LEGEND

- (EIP)-EXISTING IRON PIPE
(RIR)-EXISTING IRON REBAR
(PT)-COMPUTED POINT (NO MONUMENT FOUND OR SET)
(WV)-WATER VALVE
(LP)-LIGHT POLE
(PP)-POWER POLE
(MB)-MAILBOX
(EOP)-EDGE OF PAVEMENT
(CMP)-COURRAGUATED METAL PIPE
(RCP)-REINFORCED CONCRETE PIPE
100 YEAR FLOOD LINE
BOUNDARY
BOUNDARY LINE NOT SURVEYED
EASEMENT
RIGHT OF WAY



62587
NTY
3 134
2325
2193

PROPOSED 30' CITY OF RALEIGH
SANITARY SEWER EASEMENT
0.974 ACRES (42,442 SF)
(EASEMENT No. 3)

PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT
0.312 ACRES (13,584 SF)
(EASEMENT No. 4)

PIN NO. 1700162587
WAKE COUNTY
DB 10601, PG 134
BM 2004, PG 2325
BM2003, PG 2193

PROPOSED 30' CITY OF RALEIGH
SANITARY SEWER EASEMENT
0.974 ACRES (42,442 SF)
(EASEMENT No. 3)

PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT
0.312 ACRES (13,584 SF)
(EASEMENT No. 4)

CONSERVATION EASEMENT per
BM 2004, PG 2325
DB 11344, PG 282

CONSERVATION EASEMENT per
BM 2004, PG 2325
DB 11344, PG 282

WETLANDS AS DELINEATED BY
WITHERSRAVENEL ON 7/27/2020

100 YEAR FLOOD (ZONE AE)
PER FIRM MAP No. 3720170000J
DATED MAY 5, 2006

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 88°46'07" W	123.39'
L2	N 37°59'22" W	2.28'
L3	S 88°46'07" W	116.34'
L4	S 00°08'37" E	30.01'
L5	S 00°08'37" E	10.00'
L6	N 00°08'37" W	36.29'
L7	S 44°11'31" W	60.21'
L8	S 00°48'53" E	4.70'
L9	S 62°42'36" E	180.04'
L10	S 89°51'18" W	65.11'
L11	N 62°42'36" W	133.00'
L12	N 23°18'29" W	392.68'
L13	N 00°48'53" W	23.09'
L14	N 44°11'31" E	60.37'
L15	N 00°19'05" W	313.08'
L16	S 88°46'07" W	450.28'
L17	S 89°51'18" W	21.70'
L18	N 62°42'36" W	117.31'
L19	N 23°18'29" W	398.25'
L20	N 00°48'53" W	29.22'
L21	N 44°11'31" E	60.42'
L22	N 00°19'05" W	298.82'
L23	S 88°46'07" W	440.31'

NOTES:

1. BASIS OF BEARINGS, NC GRID NORTH, NAD83(2011)
2. AREAS COMPUTED BY COORDINATE METHOD.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN (ZONE AE) AS SHOWN ON THE FEMA INSURANCE RATE MAP No. 3720070000J, DATED 5/2/2006.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



DocuSigned by:

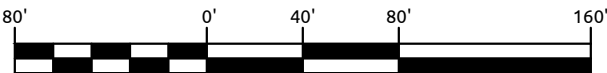
Benjamin Dayton

3BBD04AF5AFB4E7...

11/11/2020

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	50.00'	11.89'	11.86'	N 45°14'56" E
C2	50.00'	32.70'	32.12'	N 19°42'00" E
C3	50.00'	125.99'	95.21'	S 71°13'19" E

GRAPHIC SCALE



1 inch = 80 ft.

REVISIONS:	DATE: 8-21-2020
EASEMENT LOCATION 11-11-2020	SCALE: 1"=80'
	SURVEYED BY: WR
	DRAWN BY: BD
	CHECK & CLOSURE BY: BD
	CAD FILE: WAKE COUNTY EXHIBIT
	PROJECT NO: 02170841.00

EXHIBIT MAP OF
PROPOSED UTILITY EASEMENT

PROPERTY OF
WAKE COUNTY

TOWNSHIP: ST. MARY'S	COUNTY: WAKE	STATE: NC
P.I.N.: SEE MAP	SHEET: 2 of 3	



WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511
t: 919.469.3340 | license #: C-0832
www.withersravenel.com

(EIP)-EXISTING IRON PIPE
(RIR)-EXISTING IRON REBAR
(PT)-COMPUTED POINT (NO MONUMENT FOUND OR SET)
(WV)-WATER VALVE
(LP)-LIGHT POLE
(PP)-POWER POLE
(MB)-MAILBOX
(EOP)-EDGE OF PAVEMENT
(CMP)-COURRAGUATED METAL PIPE
(RCP)-REINFORCED CONCRETE PIPE
100 YEAR FLOOD LINE _____
BOUNDARY _____
BOUNDARY LINE NOT SURVEYED _____
EASEMENT _____
RIGHT OF WAY _____

PROPOSED 30' CITY OF RALEIGH
SANITARY SEWER EASEMENT
0.974 ACRES (42,442 SF)
(EASEMENT No. 3)

MATCHLINE - SHEET 2
MATCHLINE - SHEET 1

PROPOSED 30' CITY OF RALEIGH
SANITARY SEWER EASEMENT
0.974 ACRES (42,442 SF)
(EASEMENT No. 3)

PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT
0.312 ACRES (13,584 SF)
(EASEMENT No. 4)

WETLANDS AS DELINEATED BY
WITHERSRAVENEL ON 7/27/2020

WETLANDS AS DELINEATED BY
WITHERSRAVENEL ON 7/27/2020

WETLANDS AS DELINEATED BY
WITHERSRAVENEL ON 7/27/2020

WF AA12 TT A1
WF A1
WF A2

NOTES:

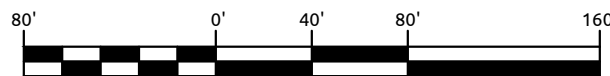
1. BASIS OF BEARINGS, NC GRID NORTH, NAD83(2011)
2. AREAS COMPUTED BY COORDINATE METHOD.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
4. PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A DESIGNATED FEMA FLOODPLAIN (ZONE AE) AS SHOWN ON THE FEMA INSURANCE RATE MAP No. 3720070000J, DATED 5/2/2006.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN
REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

The seal is circular with a double-lined border. The outer border contains the text "NORTH CAROLINA" at the top and "LAND SURVEYOR" at the bottom. The inner border contains the name "BENJAMIN E. DAYTON". In the center of the seal, the word "SEAL" is positioned above the number "L-4390".

Benjamin Dayton
—3BBD04AF5AFB4E7...

GRAPHIC SCALE



1 inch = 80 ft.

REVISIONS:	DATE: 8-21-2020
EASEMENT LOCATION 11-11-2020	SCALE: 1"=80'
	SURVEYED BY: WR
	DRAWN BY: BD
	CHECK & CLOSURE BY: BD
	CAD FILE: WAKE COUNTY EXHIBIT
	PROJECT NO: 02170841.00

PROPERTY OF
WAKE COUNTY

TOWNSHIP: ST. MARY'S	COUNTY: WAKE	STATE: NC
P.I.N.: SEE MAP		SHEET: 3 of 3



WithersRavenel
Engineers | Planners | Surveyors

115 MacKenan Drive | Cary, NC 27511
t: 919.469.3340 | license #: C-0832
www.withersravenel.com

PIN No. 1700064675 - Easement No. 1 – 30' City of Raleigh Sanitary Sewer Easement

Beginning at an Existing Iron Pipe, having NC Grid Coordinates, NAD83(2011), N: 706,416.46', E: 2,100,579.31'; Thence, North 00°08'37" West, 36.29 feet to a point, said point being the **True Point of Beginning**; Thence, South 88°46'07" West, 116.34 feet to a point, Thence along a curve to the left having a radius of 50.00 feet, an arc length of 32.70 feet, and a chord bearing and distance of North 19°42'00" East, 32.12 feet to a point, Thence North 88°46'07" East, 105.44 feet to a point, Thence South 00°08'37" East, 30.01 feet to a point, being the **True Point and Place of Beginning**, containing an area of 0.075 Acres (3,270 sf) more or less.

PIN No. 1700064675 – Easement No. 2 – 10' Temporary Construction Easement

Beginning at an Existing Iron Pipe, having NC Grid Coordinates, NAD83(2011), N: 706,416.46', E: 2,100,579.31'; Thence, North 00°08'37" West, 46.29 feet to a point, said point being the **True Point of Beginning**; Thence, South 88°46'07" West, 123.39 feet to a point, Thence North 37°59'22" West, 2.28 feet to a point, Thence along a curve to the left having a radius of 50.00 feet, an arc length of 11.89 feet, and a chord bearing and distance of North 45°14'56" East, 11.86 feet to a point, Thence North 88°46'07" East, 116.34 feet to a point, Thence South 00°08'37" East, 10.00 feet to a point, being the **True Point and Place of Beginning**, containing an area of 0.028 Acres (1,209 sf) more or less.

PIN No. 1700162587 – Easement No. 3 – 30' City of Raleigh Sanitary Sewer Easement

Beginning at an Existing Iron Pipe, having NC Grid Coordinates, NAD83(2011), N: 706,416.46', E: 2,100,579.31'; Thence, North 00°08'37" West, 46.29 feet to a point, said point being the **True Point of Beginning**; Thence, South 00°19'05" East, 355.84 feet to a point, Thence South 44°11'31" West, 60.21 feet to a point, Thence South 00°48'53" East, 4.70 feet to a point, Thence South 23°18'29" East, 375.97 feet to a point, Thence South 62°42'36" East, 180.04 feet to a point, Thence South 89°51'18" West, 65.11 feet to a point, Thence North 62°42'36" West, 133.00 feet to a point, Thence North 23°18'29" West, 392.68 feet to a point, Thence North 00°48'53" West, 23.09 feet to a point, Thence North 44°11'31" East, 60.37 feet to a point, Thence North 00°19'05" West, 313.08 feet to a point, Thence South 88°46'07" West, 450.28 feet to a point, Thence North 00°08'37" West, 30.01 feet to a point, Thence North 88°46'07" East, 480.19 feet to a point, being the **True Point and Place of Beginning**, containing an area of 0.974 Acres (42,442 sf) more or less.

PIN No. 1700162587 – Easement No. 4 – 10' Temporary Construction Easement

Beginning at an Existing Iron Pipe, having NC Grid Coordinates, NAD83(2011), N: 706,416.46', E: 2,100,579.31'; Thence, North 00°08'37" West, 36.29 feet to a point, said point being the **True Point of Beginning**; Thence, North 00°08'37" West, 10.00 feet to a point, Thence North 88°46'07" East, 450.28 feet to a point, Thence South 00°19'05" East, 313.08 feet to a point, Thence South 44°11'31" West, 60.37 feet to a point, Thence South 00°48'53" East, 23.09 feet to a point, Thence South 23°18'29" East, 392.68 feet to a point, Thence South 62°42'36" East, 133.00 feet to a point, Thence South 89°51'18" West, 21.70 feet to a point, Thence North 62°42'36" West, 117.31 feet to a point, Thence North

23°18'29" West, 398.25 feet to a point, Thence North 00°48'53" West, 29.22 feet to a point, Thence North 44°11'31" East, 60.42 feet to a point, Thence North 00°19'05" West, 298.82 feet to a point, Thence South 88°46'07" West, 440.31 feet to a point, being the **True Point and Place of Beginning**, containing an area of 0.312 Acres (13,584 sf) more or less.

Exhibit B - Permitted Exceptions

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes for the year 2021, and subsequent years; however, this policy insures that the Land is exempt from taxes so long as Title is held by the Owner as set forth in Schedule A hereof, and so long as the said Owner retains its tax exempt status.
3. Covenants, conditions, restrictions, easements, and liens provided for in instrument(s) filed for record in Book 2206, page 506; and Book 2212, page 135, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. (Tract 1)
4. 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 1946, page 55; Book of Maps 1973, page 211; Book of Maps 2003, page 2193; and Book of Maps 2004, page 2325.
5. 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.
(Upon receipt of a current land survey and surveyor's report, this exception will be eliminated or amended in accordance with the facts shown thereby)
6. 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. (Tract 2)
7. The correctness of the square footage/acreage computation contained in the description of the Land is not insured.
8. Deed of Easement to the City of Raleigh recorded in Book _____, page _____. (Recording information to be provided)
9. Lack of a right of access to and from the Land. (Tract 2)

Remainder of Page Intentionally Left Blank