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 Fee Amt: \$27.00 Page 1 of 4
 Revenue Tax: \$1.00
 Granville County, NC
 Kathy M. Taylor Reg of Deeds
 BK 1591 PG 366-369

This instrument prepared by Lori A. Dutra, attorney, P.O. Box 1226 Oxford, NC 27565

NORTH CAROLINA

SIDEWALK/GREENWAY

GRANVILLE COUNTY

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 5th day of April 2016, by John T. Parrott, Grantor, to the CITY OF CREEDMOOR, a municipal corporation of the State of North Carolina, Grantee. The designation Grantors and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH:

WHEREAS, Grantee desires to provide a system of sidewalks, trails and greenways for public use, known as the Cross City Trail Project; and

WHEREAS, said system will cross property adjoining property owned by Grantor(s) described herein; and

WHEREAS, Grantors are agreeable to the above referenced improvements for the benefit of the public.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor(s) have bargained and sold and by these presents do hereby bargain, sell, convey and release unto the Grantee its successors and assigns, in conjunction with the Cross-City Trail Project, the following easements described herein:

1. Easement area. Grantors, for themselves and for their heirs, successors and assigns, hereby bargain, sell, convey and release unto the Grantee, its successors and assigns the permanent right, privilege and easement, now and hereafter described for bicycle and pedestrian pathways, jogging trails, nature trails, sidewalks, drainage structures and other similar uses with or without improvements; including the right to make improvements to construct, install, improve, remove, replace, operate, inspect, pave, plant, repair and maintain a system of trails, paths, sidewalks and walkways, but not limited to grading, removal, addition, and displacement of dirt, application of gravel, asphalt, concrete, or other road surface materials; to place, construct and maintain drainage areas and structures; to remove any shrubs, bushes or other vegetation, together with all the appurtenant appliances necessary or convenient thereto, including unlimited egress and ingress from and to the lands owned by the Grantor lying in Granville County, N.C., being more particularly described as follows:

All that certain tract or parcel of land consisting of 251.28 sq. feet identified as "temporary construction easement", more particularly described on the plat and survey titled "City of Creedmoor Cross City Trails TIP Project No. EB-5513" Property No. 114, by A. Morton Thomas & Associates, Inc., a copy of which is attached.

Said property being identified in the official records of the Granville County Tax Collector as Map # 089613027892.

2. Easement Term. The Permanent Easements, if any, shall commence on the date of this Deed of Easement and shall run with the land and continue in full force and effect in

perpetuity. The Temporary construction easement described above shall terminate at the conclusion of the warranty period of construction of the sidewalk or greenway improvements or five years from the date of this instrument, whichever is less, and shall be of no further force and effect.

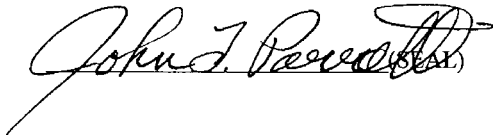
3. Reservation by Grantor/Non-exclusive use. All right title, and interest in and to any easement areas under this Deed which may be used and enjoyed without interfering with the rights conveyed by this Deed are reserved to Grantor(s) , provided, however, that Grantors shall not erect or maintain any buildings, fences, gates or structures of any kind which may cause damage to, or interfere with the improvements or their use by the Grantee or the public to be placed within the permanent Easement areas; nor shall Grantors develop, landscape or beautify said easement areas in any manner which would interfere with the use or maintenance of said easement area or improvements. Grantee shall maintain the easement so that no unreasonable damage will result from its use to the adjacent land of Grantor, its successors and assigns, and that any damage and disturbance to Grantor's property in the Temporary Easement area shall be corrected and restored to its original condition as near as reasonably possible.

TO HAVE AND TO HOLD any aforesaid easement and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns. This Easement shall be perpetual and binding upon the heirs successors and assigns of the Grantors.

Grantors do covenant that they are seized of said premises in fee and have the right to convey said easements, that the same are free from encumbrances and that they will warrant and defend the said title to the same against claims of all persons whosoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal, the day and year first above written and Grantee, by authority duly granted, has accepted the easement on behalf of the City.

GRANTOR:



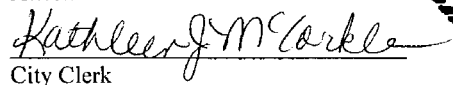
_____(SEAL)

GRANTEE:

CITY OF CREEDMOOR


Mayor

Attest:


City Clerk



NORTH CAROLINA

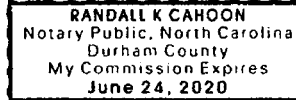
Granville COUNTY

I, Randall K Cahoon a Notary Public for said county and state, do hereby certify that John T. Parrott personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this 6th day of April, 2016.

NOTARY PUBLIC

My commission expires: 6/24/2020



NORTH CAROLINA

_____ COUNTY

I, _____ a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 2016

NOTARY PUBLIC

My commission expires: _____

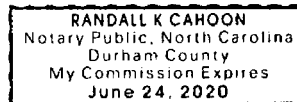
STATE OF NORTH CAROLINA
COUNTY OF GRANVILLE

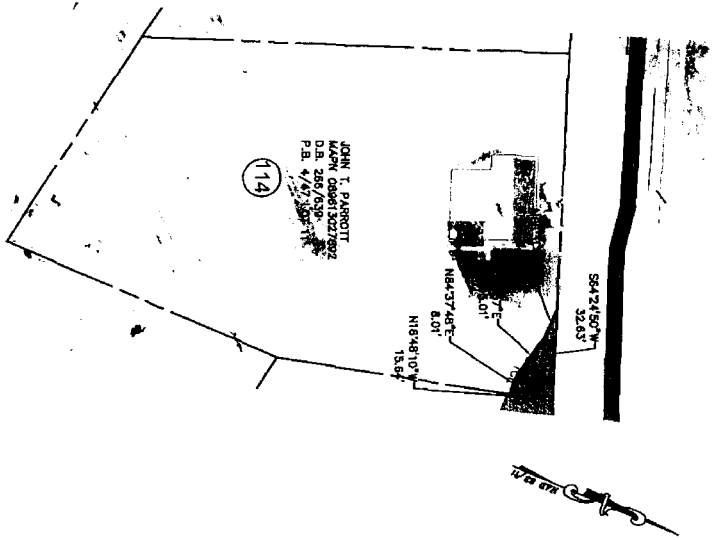
I, Randall K Cahoon a Notary Public for said county and state, certify that Kathleen J. McCorkle personally came before me this day and acknowledged that she is City Clerk of the City of Creedmoor, and that by authority duly given and as the act of the city, the foregoing instrument was signed in its name by its Mayor sealed with the seal of the City of Creedmoor, and attested by herself as the City Clerk.

Witness my hand and official seal, this the 11th day of April, 2016

Notary Public

My commission expires: 6/24/2020

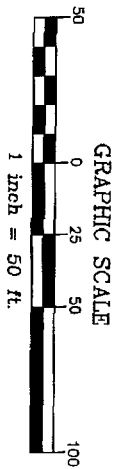




PARCEL NO.	LAST NAME	FIRST NAME	PROPERTY AREA SQUARE FEET	TEMPORARY CONSTRUCTION EASEMENT SQUARE FEET	ACRES
5	PARROTT	JOHN T	0.386689	251.28	0.01

EASEMENT LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT SIDEWALK EASEMENT
- PERMANENT DRAINAGE EASEMENT



AMT

A. MORTON, TRIMMER AND ASSOCIATES, INC.
CONSULTING ENGINEERS
1111 HILLTOP DRIVE, SUITE 100
FARMINGTON, CT 06030
TEL: 860.646.1000 FAX: 860.646.1001
WWW.AMT-ENGINEERS.COM

NO. LICENSE NO. F-1049

City of Grodnoor
Cross City Trails
TIP PROJECT NO. EB-5513
WBS ELEMENT 50028.1.1
FEDERAL PROJECT NO. STPEB-0015(41)

EASEMENT AREAS

PROPERTY NO.

114