

Instrument prepared by: Robert M. Friesen, Esq.  
Robbins May & Rich LLP  
120 Applecross Rd.  
Pinehurst NC 28374  
*[Utilizing City of Raleigh Form Instrument]*

Brief description for index: Sewer Easement  
Property: Parcel ID 2715055879  
City Project ID: \_\_\_\_\_

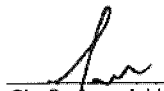
Mail after recording to: City of Raleigh  
Real Estate Office  
P.O. Box 590  
Raleigh, NC 27602

**DEED OF EASEMENT FOR SANITARY SEWER PURPOSES**

This Deed of Easement for Sanitary Sewer Purposes (this "Sewer Easement") is made and executed this 18th day of April 2024, by Nash MB Properties, LLC, a North Carolina limited liability company (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 warrants that it is the owner of the property (the "Property") described in the instrument recorded at Book 018852, Page 00155, Wake County Registry, that it is vested of the premises in fee simple, and that the premises are free from encumbrances except as expressly stated within this instrument.

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.

  
\_\_\_\_\_  
City Reviewer Initials

Submitted electronically by "Robbins May & Rich LLP" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake County Register of Deeds.

THE PROPERTY HEREIN DESCRIBED AND CONVEYED IS: (choose one)

- Located on a parcel that includes the Grantor's primary residence, but the Grantor's primary residence is not a property interest being conveyed; or
- Does not include a primary residence.

**Subordination**

[Any existing deeds of trust, mortgages, or liens encumbering the Property, other than property tax liens for the current tax year or governmental improvement assessment liens, must be subordinated to this Sewer Easement. Such encumbrances must be listed and the Sewer Easement must be executed by the beneficiary and trustee (if trustee execution is necessary per the terms of the security instrument), mortgagee, or lien holder to evidence such subordination.]

GRANTOR REPRESENTS THAT NO SUPERIOR DEEDS OF TRUST, MORTGAGES, OR LIENS (OTHER THAN PROPERTY TAX LIENS FOR THE CURRENT TAX YEAR OR GOVERNMENTAL IMPROVEMENT ASSESSMENT LIENS) ENCUMBER OR AFFECT THE PROPERTY AT THE TIME OF THE EXECUTION AND RECORDING OF THIS SEWER EASEMENT, OR THAT IF ANY OF THE FOREGOING EXIST, THEY SHALL BE SUBORDINATE TO THIS SEWER EASEMENT THROUGH THE SUBORDINATION LANGUAGE HEREIN.

Grantor acknowledges that the City is acting in reliance on Grantor's authority to enter into this Sewer Easement and the terms, conditions, obligations, and restrictions imposed herein in its authorization to either subdivide the Property or in the issuance of any permits or development approvals associated with any construction of improvements on the Property and that the City may suffer irreparable harm from the violation of the terms established herein.

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 herein stated or subordinated herein, and that Grantor will warrant and defend such title to the same against claims of all persons. 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 (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 laws and regulations. All risk of damage

  
City Reviewer Initials

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]*

  
City Reviewer Initials

[Grantor Signature Page]

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

GRANTOR: Nash MB Properties, LLC

By: Mark S. Bass (SEAL)

Name: Mark S. Bass

Its: Member / (Title)  
Manager

NORTH CAROLINA

Nash  
WAKE COUNTY

GRANTOR  
ACKNOWLEDGMENT

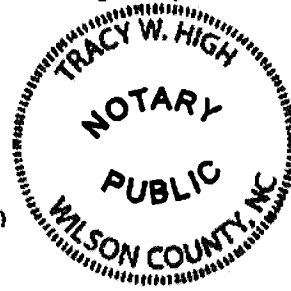
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Mark S. Bass

(Print name of signatory in blank)

Date: 4-18-24

My Commission Expires: 5-25-25

Print Name: Tracy W. High / Tracy W. High



[Affix Notary Stamp or Seal]

PROPERTY DESCRIPTION VERIFIED AND  
APPROVED FOR RECORDING:  
PUBLIC UTILITIES DEPARTMENT

By: Jordan Mendham  
Name: JORDAN MENDHAM 5-14-2024  
Title: SENIOR ENGINEER

[Subordination signature page follow this page.]

JM  
City Reviewer Initials

[Subordination Signature Page]

Ted E. Whitehurst, as Trustee, and Providence Bank, as Beneficiary, under that certain Deed of Trust recorded in Book 018852, Page 00493 Wake County Registry, North Carolina, join in this Sewer Easement for the sole purpose of expressing their consent hereto and of binding, subjecting and subordinating said Deed of Trust and their interest in the Property to the terms, covenants and conditions of this Sewer Easement.

TRUSTEE: Ted E. Whitehurst

By: Ted E. Whitehurst (SEAL)  
Name: Ted E. Whitehurst  
Its: C.E.O. (Title)

BENEFICIARY: Providence Bank

By: Robert H. Ladd (SEAL)  
Name: ROBERT H. LADD  
Its: EXEC. V.P. (Title)

[Notary acknowledgments for the Trustee and Beneficiary follow this page.]

[Signature]  
City Reviewer Initials

EXHIBIT TO THE DEED

NORTH CAROLINA

Nash  
~~WAKE~~ COUNTY

TRUSTEE  
ACKNOWLEDGMENT

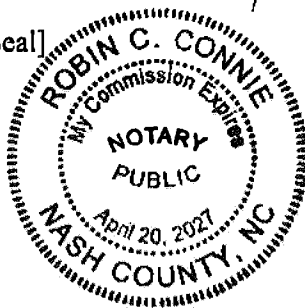
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ted E. Whithurst  
(Print name of signatory in blank)

Date: 5-13-2024

My Commission Expires: 4/20/2027

Print Name: Robin C Connie / Robin C Connie

[Affix Notary Stamp or Seal]



NORTH CAROLINA

Nash  
~~WAKE~~ COUNTY

BENEFICIARY  
ACKNOWLEDGMENT

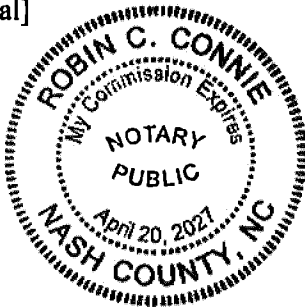
I certify that the following person personally appeared before me this day and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Robert H Ladd, III  
(Print name of signatory in blank)

Date: 5/13/2024

My Commission Expires: 4/20/2027

Print Name: Robin C Connie / Robin C Connie


[Affix Notary Stamp or Seal]



[Signature]  
City Reviewer Initials

**Attorney Certification:**


I, Robert M. Friesen, an attorney licensed to practice law in the State of North Carolina, certify to the City of Raleigh that this Sewer Easement has been prepared in accordance with the instructions provided by the City of Raleigh, that I am familiar with the requirements of any development approvals of the City of Raleigh associated with this Sewer Easement and have prepared this instrument in accordance with such requirements. If a deed of trust is being subordinated to this Sewer Easement and the signature of the trustee is not provided, I hereby certify that I have reviewed that deed of trust and verify that the terms of the deed of trust do not require trustee consent or signature for the subordination to be effective.

  
NC Bar #: 17242  
Attorney at Law

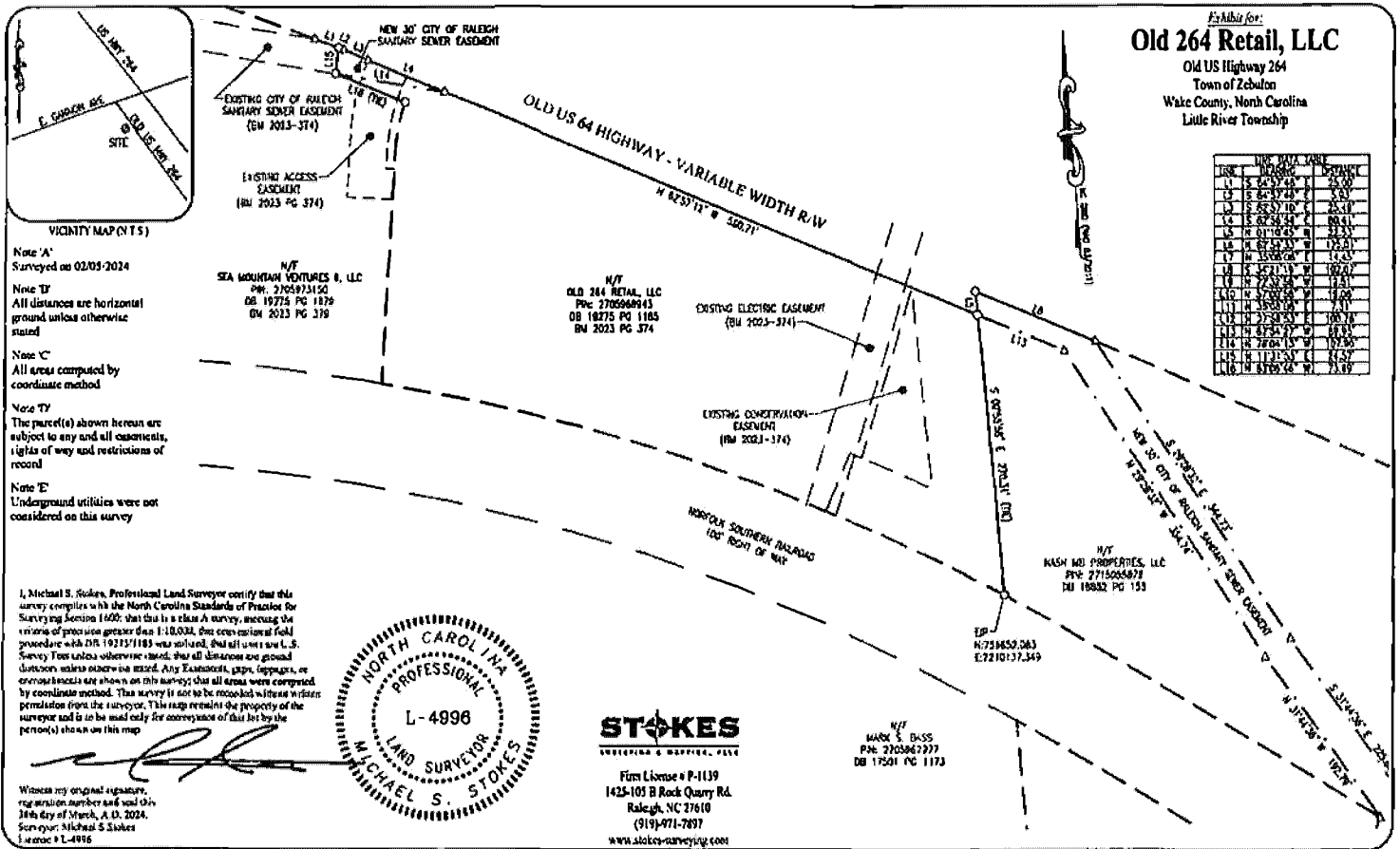
  
City Reviewer Initials

**EXHIBIT A**

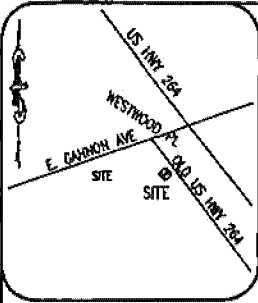
*[Exhibit A follows this page]*

  
City Reviewer Initials





*ms*



VICINITY MAP (N.T.S.)

Note 'A'  
Surveyed on 02/05/2024

Note 'B'  
All distances are horizontal ground unless otherwise stated

Note 'C'  
All areas computed by coordinate method

Note 'D'  
The parcel(s) shown hereon are subject to any and all easements, rights of way and restrictions of record

Note 'L'  
Underground utilities were not considered on this survey

LINE #	BEARING	DISTANCE
L1	S 84°57'46" E	25.00'
L2	S 84°57'46" E	5.93'
L3	S 87°57'10" E	25.49'
L4	S 67°58'54" E	80.41'
L5	N 01°10'45" W	22.53'
L6	N 82°54'33" W	125.01'
L7	N 35°08'08" E	14.43'
L8	S 34°21'19" W	102.07'
L9	N 77°32'56" W	12.51'
L10	N 57°00'58" W	19.09'
L11	N 35°08'08" E	7.31'
L12	N 27°58'53" E	100.78'
L13	N 62°54'27" W	89.65'
L14	N 76°04'13" W	107.90'
L15	N 11°31'53" E	24.57'
L16	N 83°08'48" W	73.69'

**STOKES**  
SURVEYING & MAPPING, PLLC

Finn License # P-1139  
1425-105 B Rock Quarry Rd.  
Raleigh, NC 27610  
(919)-971-7897  
www.stokes-surveying.com

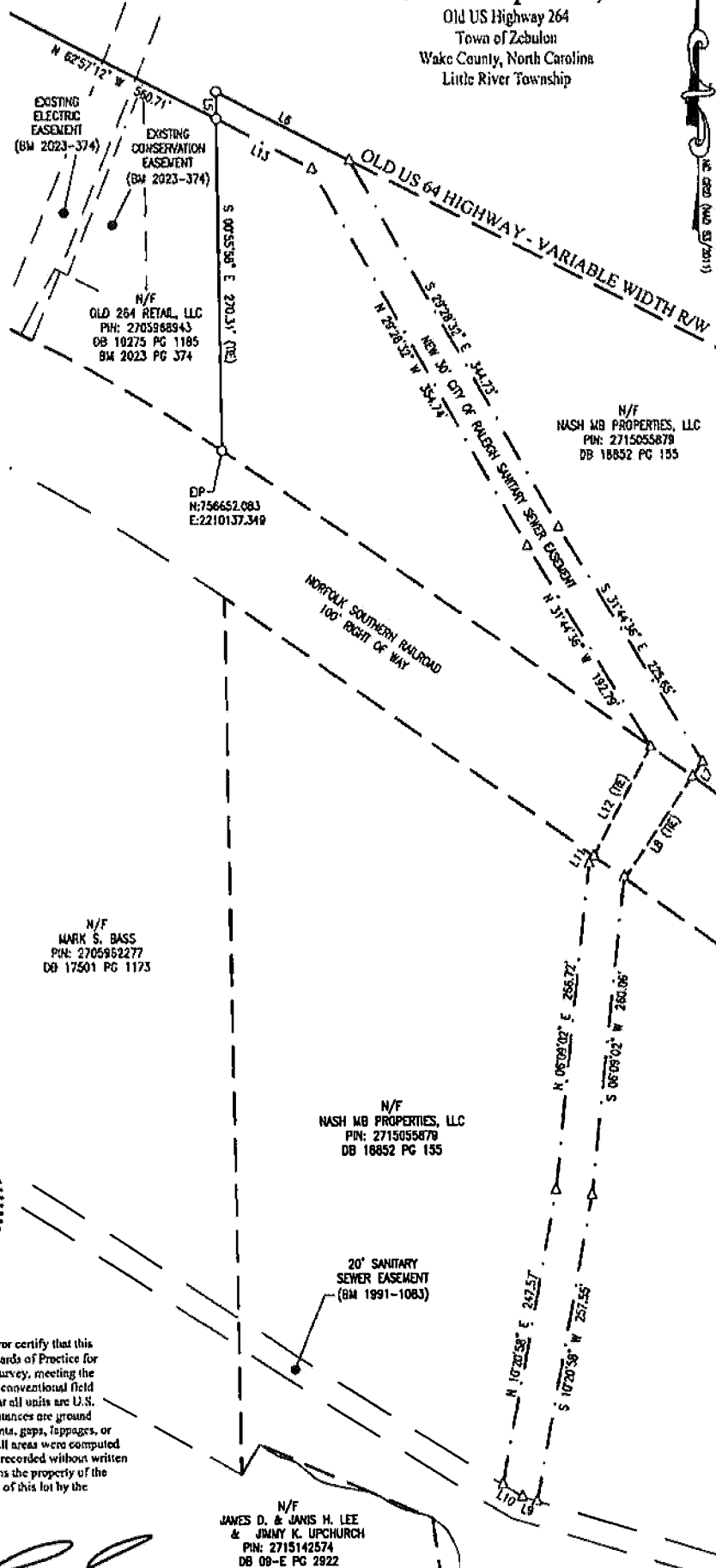


I, Michael S. Stokes, Professional Land Surveyor certify that this survey complies with the North Carolina Standards of Practice for Surveying Section 1600; that this is a class A survey, meeting the criteria of precision greater than 1:10,000; that conventional field procedure with DB 39852/155 was utilized; that all units are U.S. Survey Feet unless otherwise stated; that all distances are ground distances unless otherwise stated. Any easements, gaps, teppages, or encroachments are shown on this survey; that all areas were computed by coordinate method. This survey is not to be recorded without written permission from the surveyor. This map remains the property of the surveyor and is to be used only for conveyance of this lot by the person(s) shown on this map.

Witness my original signature, registration number and seal this 28th day of March, A.D. 2024.  
Surveyor: Michael S Stokes  
License # L-4996

Exhibit for:  
**Nash MB Properties, LLC**

Old US Highway 264  
Town of Zebulon  
Wake County, North Carolina  
Little River Township



N/F  
MARK S. BASS  
PIN: 2705962277  
DB 17501 PG 1173

N/F  
NASH MB PROPERTIES, LLC  
PIN: 2715055879  
DB 18852 PG 135

20' SANITARY SEWER EASEMENT (BM 1991-1083)

N/F  
JAMES D. & JANIS H. LEE  
& JIMMY K. UPCHURCH  
PIN: 2715142574  
DB 09-E PG 2922