

For Registration Kimberly S. Hargrove
Register of Deeds
Harnett County, NC
Electronically Recorded
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Instrument Number: 2019000352

HARNETT COUNTY TAX ID #

01-10-2019 BY: SB

Prepared by and mail to:
Hatch, Little & Bunn, LLP
Attn: James A. Oliver
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

DEED OF EASEMENT

PERMANENT SANITARY SEWER & TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made and entered into this the 10th day of January, 2019, by and between **Douglas B. Cline and wife Amanda L. Cline**, hereinafter referred to as Grantor, having an address of 779 Lafayette Road, Fuquay Varina, NC 27526 and **Matthew J. DesVergers**, free-trader, **John B. Linderman**, free-trader, **Alton Bernard Parker, Jr.**, free-trader, and **RQ Farm, LLC**, a North Carolina limited liability company, party of the second part, hereinafter referred to as Grantee, having an address of 111 Dunedin Court, Cary, NC 27511.

WITNESSETH

WHEREAS, the Grantor is the owner of the approximate 4.698 acre tract as described on Plat book 2017, page 56, Harnett County Registry (PIN#0653-76-7339.000 and PID#080653 0103) and has agreed to convey to Grantee the easements hereinafter described;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid to the Grantor, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby give, grant, bargain and convey unto the Grantee, its successors and assigns, a permanent sanitary sewer and drainage easement(s) across, over, under, through, and upon lands owned by the Grantor, lying and being in the County of Harnett and State of North Carolina, in Hector's Creek Township, being an easement(s) burdening a portion of the Grantor's property identified as follows:

PERMANENT SANITARY SEWER AND DRAINAGE EASEMENT

BEING the 20' Sanitary Sewer Easement (9,866 SF / 0.226 AC) described on the map entitled "EXHIBIT MAP PROPERTIES ON LAFAYETTE ROAD FUQUAY VARINA, NORTH CAROLINA" prepared by Timmons Group, dated October 10, 2018 and revised October 19, 2018, said map attached hereto and made a part hereof.

TOGETHER WITH the perpetual rights and easements to go in and upon the aforesaid permanent sanitary sewer and drainage easement(s) to construct, install, improve, remove, repair, inspect, replace, operate and maintain a sanitary sewer line and a storm drainage line and to install, improve, remove, repair, inspect, replace, operate and maintain within said easement(s) other devices used in maintaining said sanitary sewer line and said storm drainage line, together with the perpetual rights and easement(s) to tap said lines and to construct sewer laterals from the same to the outside boundaries of the aforesaid easement(s), and to clear and keep clear the full widths of said permanent easement(s) from brush, trees, and any or all other obstructions, structures, and encroachments, of any kind.

PROVIDED FURTHER, that in, replacing, enlarging, repairing and maintaining said improvements, the Grantee shall remove all surplus earth, make level the surface of the ground above the easement(s), replace and repair existing driveways, walkways, etc., and restore any disturbed area to a condition substantially equal to its current condition. The Grantee agrees to hold the Grantor harmless and defend him against the claims of third persons whomsoever for personal injury or damage to private property caused by the negligence of Grantee in the construction, installation, and/or maintenance within the permanent sanitary sewer and drainage easement(s) granted by this Deed of Easement.

TEMPORARY CONSTRUCTION EASEMENT

Herewith Grantor also conveys unto Grantee a temporary easement for and during the period of construction, but in no event to exceed eighteen (18) months after the date of execution of this conveyance, for the construction of the sanitary sewer line burdening a portion of the Grantor's property identified as an additional ten (10) feet on either side of the Permanent Sanitary Sewer and Drainage Easement described above.

THIS conveyance is made subject to any and all existing easements and restrictions of record and is non-exclusive to the extent that other public service and utilities may install service lines across the herein described easement(s) at a perpendicular alignment to said herein described easement(s), so long as they do not unreasonably interfere with the Grantee's use thereof, and upon written permission from the Grantee.

THIS conveyance includes all right, title, and interest in all timber, including shrubs and other plantings, within limits of the easement(s) described above.

TO have and to hold said rights and easements to the Grantee and its successors in title forever; it being agreed that the rights and easements hereby granted are appurtenant to and run with the lands.

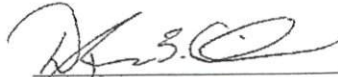
THE designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

Grantor agrees to cooperate with the recordation of any plats or development documentation as required by the County in conjunction with this sanitary sewer easement. It is further acknowledged that the County may require the sanitary sewer easement to be relocated and Grantor further agrees to cooperate with the Grantee and the County if such relocation should be required so long as the easement is not relocated any closer to the Grantor's residence.

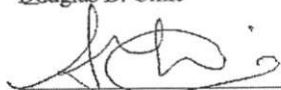
AND the Grantor covenants with the Grantee, that Grantor is seized of the easement(s) premises in fee simple, has the right to grant the easement(s) provided herein, that the title to the easement premises is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title to the easement premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

GRANTOR:



Douglas B. Cline

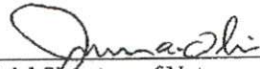


Amanda L. Cline

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Douglas B. Cline and wife Amanda L. Cline**

Date: January 9, 2019



Official Signature of Notary

JAMES A. OLIVER

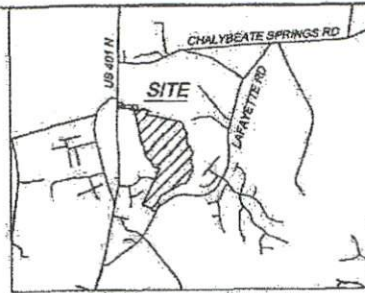
Printed Name of Notary Public

My Commission expires:

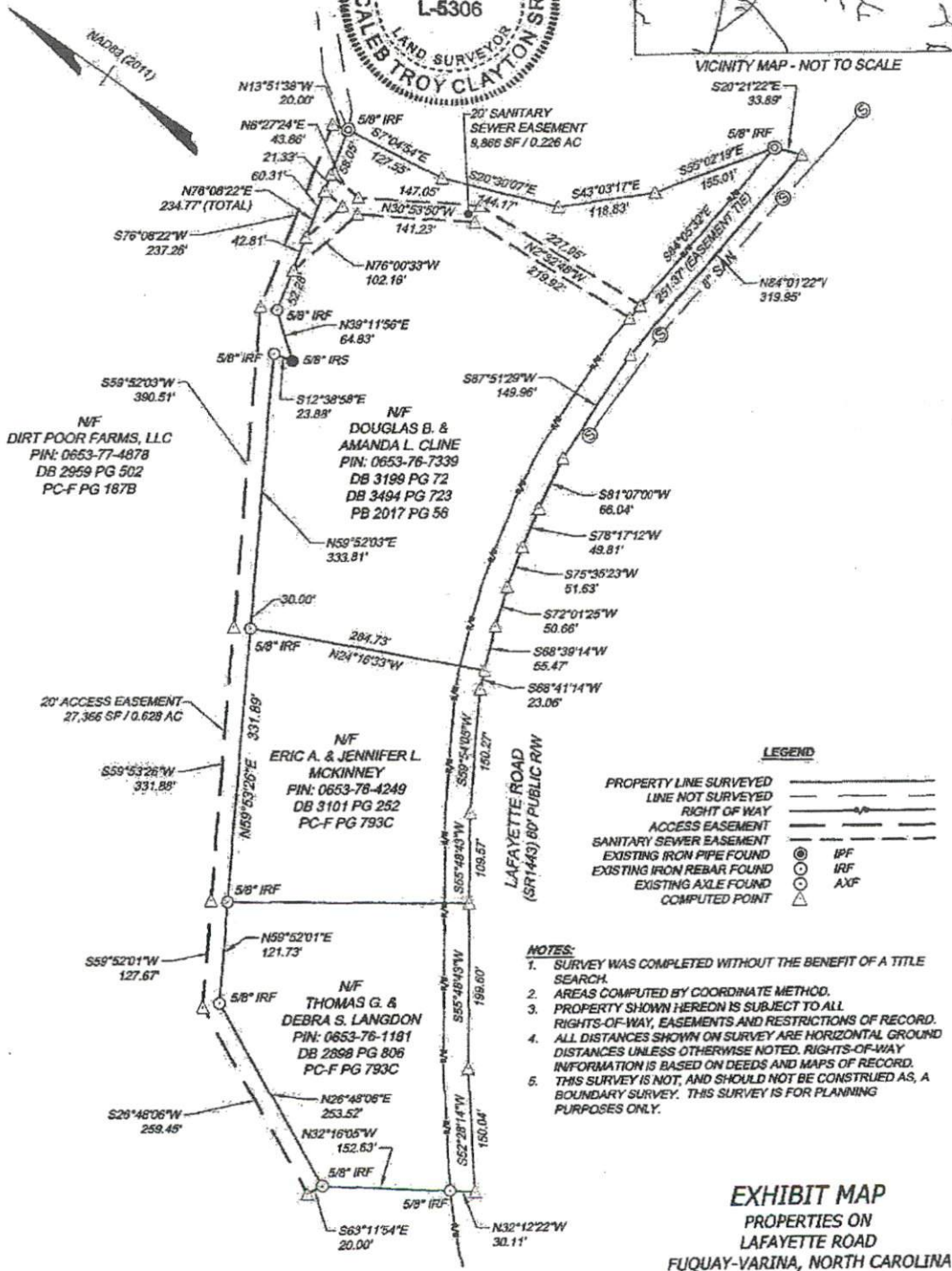
JAMES A. OLIVER
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 11-13-2022

"THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS"

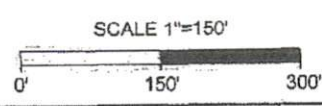
10/19/18
 CALEB TROY CLAYTON SR., PLS L-5305



VICINITY MAP - NOT TO SCALE



THIS DRAWING PREPARED AT THE RALEIGH OFFICE
 5410 TRINITY ROAD, SUITE 102 | RALEIGH, NC 27607
 TEL 919.866.4937 FAX 919.859.5663 www.timmons.com
 NORTH CAROLINA LICENSE NUMBER C-1652
 YOUR VISION ACHIEVED THROUGH OURS



HECTORS CREEK TOWNSHIP	HARNETT COUNTY
Date: 10/10/18	Scale: 1" = 150'
Sheet 1 of 1	J.N.: 41015
Drawn by: TC	Checked by: TC

