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CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS
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BOOK 01742
START PAGE 0487
END PAGE 0491
INSTRUMENT # 04370
EXCISE TAX \$4.00

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EXCISE TAX \$4.00

Prepared by/Return to: Moody, Williams, Roper & Lee, LLP, P.O. Box 665, Siler City, NC 27344

NORTH CAROLINA]
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CHATHAM COUNTY]

GREENWAY EASEMENT

THIS DEED of GREENWAY EASEMENT, made and entered into this 13th day of May, 2014 by and between, SARA A. SPARROW, and husband BERNARD R. SPARROW, 198 Pine Forest Dr., Siler City, Chatham County, North Carolina 27344, party of the first part; and THE TOWN OF SILER CITY, a Municipal Corporation, of P.O. Box 769, Siler City, Chatham County, North Carolina 27344, party of the second part (hereinafter referred to as "Town");

WITNESSETH:

The designation of the party of the first part and the Town as used herein shall include said parties, their successors and assigns, and shall include the singular and plural as required and the masculine, feminine and neuter gender as appropriate.

WHEREAS, the party of the first part is the owner of the land described in the deed recorded in Book 1724, Page 864, of the Chatham County Registry and also more particularly described on the Plats recorded in Plat Slide 93-381 and 2003-317 and recorded in the Chatham County Registry (the "Property"), and said party of the first part has agreed to grant to the Town, according to the terms set forth below, the Greenway Easement hereinafter described; and

WHEREAS, the Property is subject to existing sewer easements over and across the Property, including but not limited to, the sewer easement heretofore granted to the Town by instrument recorded in Book I-G, Page 426, and Book G-K, Page 274, of the Chatham County Registry (the "Sewer Easement"); and

WHEREAS, the premises located within and along the sewer easement has scenic and aesthetic value in its present state as a sanitary sewer outfall easement; and the party of the first part and the

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Town recognize the scenic and aesthetic value of the sewer Easement premises in its present state and have the common purpose of preserving the natural values and character of the Sewer Easement premises. The Town has great interests in providing additional modes of transportation to the general public, and a major purpose of any greenway project is to create opportunities for the public to utilize alternative modes of transportation.

WHEREAS, in furtherance of preserving the said scenic and natural values, and in creating alternative avenues for transportation, the Town has engaged in the Loves Creek Greenway Project, whereby the Town will construct and maintain a paved pedestrian and bike pathway in order to provide the general public with the opportunity to enjoy the said scenic and natural values of the property, as well as a new option for transportation. The party of the first part and the Town both have the common purpose of preventing the use or development of the Sewer Easement premises in any manner which would conflict with its use and maintenance as a Greenway Easement in its scenic and natural condition, except as specifically provided herein; and

WHEREAS, the Town has conducted a survey establishing the location of the Sewer Easement and the Greenway Easement, and said survey shows the location of both easements on the property of the party of the first part. Pursuant the terms set forth herein, the party of the first part is willing to grant the Town a Greenway Easement pursuant to certain restrictions and limitations of its use for the purposes set forth herein.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration paid to the party of the first part, receipt of which is hereby acknowledged, the party of the first part does hereby grant unto the Town, its successors and assigns, now and hereafter, the non-exclusive and perpetual right, privilege and Greenway Easement located in Matthews Township, Chatham County, North Carolina, and is more particularly described as follows:

The greenway easement shall be 10 feet on either side of the described line as shown on a Plat entitled, "**Greenway Easement Survey for Town of Siler City On The Lands Of Sara A. Sparrow**", dated April 16, 2014, prepared by Hobbs, Upchurch & Associates, P.A., Consulting Engineers, Surveyors & Land Planners and recorded in **Plat Slide 2014- 95**, Chatham County Registry and said easement beginning at a point located on the eastern property line of The North Carolina Department of Transportation, as described in Deed Book I-G, Page 34, and said point being designated as Point 61 on the above referenced Plat and traveling in a northeasterly direction from said Point to Points 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88 and 89 as shown on the above referenced Plat, to which Plat reference is hereby made for greater certainty of description.

The easement shall also include the 10 feet wide area along the following courses denoted as curves and lines on the above-referenced plat: L-11, C-19, L-12, C-20 and L-13. This portion of the temporary construction easement is located inside the previously dedicated right of way existing in favor of the Town of Siler City.

The party of the first part and the Town agree that the Greenway Easement described above is not completely congruent with the location of the Sewer Easement on the property, but the party of the first part does accept and grant the Town the Greenway Easement and any Greenway Easement areas referenced on the Plat as part of the description contained herein. Said Plat reference and the description provided above shall affirmatively establish the location of the Greenway Easement, including areas where the Greenway Easement premises may be wider than 20 feet where necessary for culverts, drainage areas, etc. If applicable, said areas are specifically denoted on the above referenced Plat.

The party of the first part hereby releases the Town from all claims and damages arising out of or in connection with said Greenway Easement across said Property and its past and future use thereof by the Town, its successors and assigns, for all purposes set forth and authorized herein.

TO HAVE AND TO HOLD the aforesaid Greenway Easement interest and all privileges and rights thereunto belonging to the Town of Siler City, its successors and assigns forever, but subject always to the FURTHER TERMS AND CONDITIONS hereinafter set forth.

THE FURTHER TERMS AND CONDITIONS of the Greenway Easement interest herein conveyed are as follows:

1. There shall be no removal, destruction or cutting of trees, shrubs, or other vegetation from the Greenway Easement except as may be performed by the Town: (a) for the maintenance of trails and other accesses; (b) for the prevention or treatment of disease; or (c) for other good husbandry practices. Notwithstanding the foregoing, the Town is authorized hereunder to remove and keep removed from the Greenway Easement all trees, vegetation, and other obstructions as necessary to install, construct, maintain, repair or protect the sanitary sewer line or lines and appurtenances.
2. No building, sign, fence or other structure shall be erected on the Greenway Easement; provided, trail markers, litter receptacles, gates, trail bridges and benches may be placed upon the Greenway Easement by the Town, consistent with any greenway plan which hereinafter be adopted by the Town ("Siler City Pedestrian Master Plan"). The Town shall have the right and responsibility to maintain the Greenway Easement in a clean, natural and undisturbed state, consistent with the Siler City Pedestrian Master Plan, provided however, the Town preserves its rights set forth in Section 1 hereinabove.
3. There shall be no dumping of ashes, garbage, waste, or other unsightly or offensive material on the Greenway Easement by the Town.
4. There shall be no evacuation, dredging, removal of loam, rock, sand, gravel or other materials, nor any building of roads or other change in the natural topography of the Greenway Easement, excepting for the construction and maintenance of the sanitary sewer line or lines and appurtenances and any trails or other access by the Town.
5. Members of the general public shall have free access to and use of the Greenway Easement, (subject to the laws and ordinances of the Town and the Town's right to use the Sewer Greenway Easement) and for the following purposes: walking, nature studies, hiking, bike riding, jogging and picnicking, and any additional purposes set forth in the Siler City Pedestrian Master Plan, however the general public shall not use or operate any motorized vehicles of any sort within the

Greenway Easement. Nothing herein shall be construed to grant to the Town or the public at large any right of access through or over any other portion of the Property except that lying within the Greenway Easement.

6. The party of the first part agrees that the Greenway Easement shall be subject to the terms, conditions and restrictions which may be set out in the Siler City Pedestrian Master Plan, except where the conditions and restrictions of the plan conflict with this Deed of Greenway Easement or otherwise substantially interfere with the current use of the Property as a cemetery.

7. The party of the first part shall retain fee simple ownership of the Property through and over which this Greenway Easement passes; provided no use may be made of the Property which interferes with the full, reasonable use of the Greenway Easement by the Town for sanitary sewer or greenway purposes.

8. The Town, as additional consideration for the grant of this Greenway Easement, hereby releases the party of the first part its elected officials, officers, employees, and agents, (collectively the "the party of the first part") from any and all claims, losses, damages, or liability on account of injury to person or damage to property, including injury resulting in death, arising out of, or in any way connected with the use of the Greenway Easement and agrees to indemnify, defend and hold harmless the party of the first part from and against any and all claims, losses, liability, and damages and all costs, charges, and fees (including reasonable attorney fees) related thereto, arising out of, or in any way connected with the use of the Greenway Easement.

THIS GREENWAY EASEMENT shall be perpetual and binding upon the successors and assigns of the party of the first part.

AND the party of the first part does covenant that it is vested of the premises in fee and has the right to convey the same in fee simple; that party of the first part has done nothing to impair such title as the party of the first part received, and party of the first part will warrant and defend the title against the lawful claims of all persons claiming by, under or through the party of the first part. This conveyance is subject to all easements, restrictions, rights of way and other matters of record in the Chatham County Registry.

IN WITNESS WHEREOF, the party of the first part has caused this Easement to be executed under seal the day and year first above written.


_____(SEAL)
SARA A. SPARROW

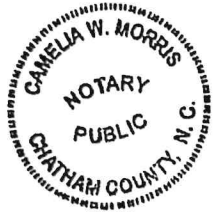

_____(SEAL)
BERNARD R. SPARROW

STATE OF NORTH CAROLINA
COUNTY OF Chatham

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I, the undersigned Notary Public of said County and State, hereby certify that **SARA A. SPARROW**, and husband **BERNARD R. SPARROW** personally came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal, this the 13th day of May, 2014.



Camelia Morris
Notary Public

Printed Name: Camelia W. Morris

My Commission Expires: May 22, 2015