

GENERAL WARRANTY EASEMENT DEED  
FOR PUBLIC SANITARY SEWER

STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Martin Marietta Materials, Inc, hereinafter "Grantor", and Guilford County, a body politic and corporate of the State of North Carolina, hereinafter the "County."

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property situated in Guilford County, North Carolina, described as the Pomona Quarry Site, also known as 825 Marietta Road, Greensboro, NC and Parcel Numbers 154688, 154701, and 151190 recorded in Deed Book 4164, Page 1160; and Deed Book 2501, Page 345.

WHEREAS, the County wishes to construct a sanitary sewer line along the eastern side of the property; and

WHEREAS, the Grantor is willing to grant a Public Sanitary Sewer Easement over a portion of the property for a payment of \$7500.00, thereby restricting and limiting the use of the land on the terms and conditions and for the purposes hereinafter set forth;

NOW THEREFORE, the Grantor hereby grants and transfers to the County a thirty (30) foot wide Public Sanitary Sewer Easement along the eastern side of the property, the location of which is shown on the attached survey, dated \_\_\_\_\_, and incorporated by reference herein.

The terms, conditions and restrictions of this Public Trail Easement are as follows:

- 1) No building, sign, fence or other structure, unless requested by the Grantor, shall be erected on the property; provided, landscaping, gates, or other facilities may be placed upon the property by the County or its designee consistent with the use of the easement area as a sanitary sewer easement.
- 2) There shall be no dumping of ashes, garbage, waste or other unsightly or offensive material within the easement area.
- 3) There shall be no excavation, dredging, removal of dirt, rock, gravel or other material, or other change in the natural topography, excepting for the construction and maintenance of the sanitary sewer by the County. The Grantor retains full access rights to the property across the easement and may use the easement during maintenance of the area.
- 4) Members of the public shall not have access within the easement area and there shall be no access by the County granted by this easement to any property of the Grantor other than that described and conveyed herein.
- 5) The County or its designee shall maintain the Sanitary Sewer Easement in a clean condition, including removal of litter and other unsightly material from the easement area.

6) The Grantor expressly reserves the right to continue the use of the property for all purposes not inconsistent with this Sanitary Sewer Easement.

7) If the easement is no longer needed for public purposes, it may be abandoned by the Grantor upon written approval by the County.

8) To the extent allowed by law, the County agrees to and does hereby indemnify and hold Grantor harmless from any and all liability or claims asserted against Grantor for personal injury, property damage or other claims arising out of the use of the easement area, except those claims caused solely by fault of Grantor.

The Covenants set forth above and the terms, conditions and restrictions imposed hereby shall be binding upon the Grantor and its agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the land.

The Grantor covenants that it is seized of the aforesaid permanent Sanitary Sewer Easement area in fee simple and has the right to convey the easement granted hereby; that the aforesaid easement area is free from encumbrances except as herein stated, and that the Grantor will warrant and defend title to the aforesaid easement area against the claims of all persons or entities claiming by or through it.

IN WITNESS WHEREAS, the Grantor has hereunto set their hand and seal the day and year written above.

GRANTOR:

\_\_\_\_\_

Martin Marietta Materials, Inc

STATE OF \_\_\_North Carolina\_\_\_\_\_

COUNTY OF \_\_\_Guilford\_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_, of Martin Marietta Materials, Inc, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the association.

Witness my hand and official stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

\_\_\_\_\_

My commission expires: \_\_\_\_\_