

**NORTH CAROLINA
DURHAM COUNTY**

DEED OF EASEMENT

Prepared by Stefan Maletic, The Banks Law Firm, P.A.

Return after recording to City of Durham, Attention: Real Estate Division, General Services, 101 City Hall Plaza, Durham, NC 27701

Excise Tax: _____

Deed of Easement Property Address: 1201 Fayetteville Street, Durham, NC 27701

Deed of Easement PID: 118154

THIS DEED OF EASEMENT, made and entered into this the ____ day of _____, 2024, by and between the County of Durham, a political subdivision of the State of North Carolina, 200 East Main Street, Durham NC 27701 (hereinafter "Grantor") and the City of Durham, a North Carolina municipal corporation, 101 City Hall Plaza, Durham, NC 27701 (hereinafter "Grantee" or "City");

For valuable consideration to Grantor in hand paid, the receipt of which is hereby fully acknowledged, Grantor has given, granted, bargained, and sold and does by these presents give, grants, bargains, sells, and conveys unto it, the City and its successors and assigns, an easement on the following parcels of land, lying and being in said County and State, bounded and described as follows:

PERMANENT SIGN EASEMENT: A permanent sign easement (hereinafter "Sign Easement Area") on the property located at 1201 Fayetteville Street, Durham, NC 27701 (parcel ID #118154) (the "Property") including an approximately twenty five (25) square foot monument sign and the surrounding vicinity as is reasonably necessary to construct, modify, repair, or replace said sign, and lying in the Northwestern corner of the Property adjacent to the intersection of Fayetteville Street and East Umstead Street, said Sign Easement Area being more particularly shown on Exhibit A attached hereto and incorporated herein by reference in the area labeled "Sign Easement Area." The City, its agents, and its contractors shall have the right to do any of the following: (1) clear the permanent Sign Easement Area of structures, encroachments, obstructions, improvements, fill, embankments, plants, flora, and vegetation; (2) modify the grade of the Sign Easement Area; and (3) construct, erect, maintain, replace, and inspect a sign and signage-related structures and materials in the Sign Easement Area consistent with applicable signage ordinances or regulations.

TO HAVE AND TO HOLD all and singular said easement in said parcel of land to the Grantee and to its successors and assigns forever.

And Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

The designation "Grantor," "Grantee," and "City" as used herein shall include said parties, their heirs, successors and assigns. The singular in this deed includes the plural unless context otherwise requires.

IN TESTIMONY WHEREOF, the Grantor has executed this deed by its proper officers under seal, as of the date first above written.

The County of Durham,
a political subdivision of the State of North Carolina

By: _____(SEAL)

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

*(Type or print state and county where
notarial act was performed)*

I, _____ *(Type or print name of notary
public)*, a notary public, certify that _____ *(Type or print name of
individual who signed)* personally appeared before me this day and acknowledged that he or she is
a _____ of the County of Durham, a political subdivision of the State of
North Carolina, and that by authority duly given and as the act of the County of Durham, he or she
signed the foregoing instrument under seal in its name on its behalf. Witness my hand and notarial
seal this the _____ day of _____, 2024.

My commission expires:

Notary Public

Exhibit A

