

FORSYTH CO, NC 107 FEE: \$ 23.00
PRESENTED & RECORDED: 12/05/2003 12:29PM
DICKIE C. WOOD REGISTER OF DEEDS BY: NAVARR
STATE OF NC REAL ESTATE EXTX: \$ 4.00
BK2428 P2908 - P2911

\$4.00

Utility
easement
for sewer

Box 30

NORTH CAROLINA)
FORSYTH COUNTY)

THIS GRANT OF EASEMENT, made this 31 day of MARCH, 2003,
by Hubbard Realty of Winston-Salem, Inc.
and McGuire Construction Co., Inc., a North Carolina Corporation
of Forsyth County, North Carolina, parties of the first part, hereinafter called the Grantors, to
the CITY OF WINSTON-SALEM, a municipal corporation of Forsyth County, North Carolina,
party of the second part, hereinafter called the Grantee;

WITNESSETH:

That the Grantors, in consideration of One Dollar (\$ 1.00) and other valuable consideration to them paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the Grantee, its successors and assigns, an easement or right-of-way across the property of the Grantors for the construction, operation, repair, maintenance, replacement and/or removal by the Grantee, its agents, successors or assigns, of a sewer line, said property of the Grantors being situated in the City of Winston-Salem, Forsyth County, North Carolina, and the easement or right-of-way hereby conveyed being described as follows:

Being all of that certain 1,668.09 square foot parcel of land to be used for a permanent easement, said parcel being as shown on Sheet 2 of 3 on Map 8441-P, dated December 3, 2002 and any subsequent revisions, entitled West Clemmonsville Road Outfall prepared by the Engineering Division of the City of Winston-Salem and on file in the Office of the Department of Public Works, City Hall, Winston-Salem, North Carolina, to which reference is hereby made for a more particular description.

Also conveyed is a 843.05 square foot temporary construction easement for the Grantee, its agents or contractors to use in connection with the initial construction and laying of the sewer line.

The above described easements are crossing Tax Lot 7 of Tax Block 3849C of the Forsyth County Tax Records as now constituted.

TO HAVE AND TO HOLD the aforesaid easement or right-of-way and all privileges and appurtenances thereunto belonging to the Grantee and its successors and assigns, including, but not limited to, the free and full right of ingress and egress over and across said easements and the right from time to time to cut all trees, undergrowth and other obstructions in the easement that in the opinion of the Grantee, its successors or assigns, may injure, endanger or interfere with the construction, operation, repair, maintenance, replacement and/or removal of said sewer line.

The Grantors covenant that they are seized of the aforesaid premises in fee and have the right to convey the easements or rights-of-way hereby granted; that the same are free from encumbrances; and that they will warrant and defend said title to said easements or rights-of-way against the claims of all persons whatsoever.

The Grantors agree that the consideration herein above recited includes payment for any and all damage of whatsoever nature done or to be done to any structure or to trees, crops or other vegetation within the boundaries of said easements or rights-of-way in connection with the survey for and/or construction of said sewer line; and the Grantors agree, for themselves, their heirs and assigns, that they shall neither have nor make any claim for further damages by reason thereof. The Grantee agrees to repair any fences damaged in connection with the construction of the sewer line.

The Grantors, their heirs and assigns, may use the property within the boundaries of the easements conveyed herein in any manner consistent with, and not in derogation of, the use or purposes to which said easements may be put by the Grantee. By way of example, the Grantors may cultivate the soil within the boundaries of said easement, provided such cultivation shall not interfere with the construction, repair, maintenance, replacement, or removal of said sewer line. In further limitation of the right of the Grantors to use the property within the boundaries of said easements, it is agreed that Grantor and their heirs and assigns shall not, within the boundaries of said easement, (1) plant or cultivate any trees or vineyards, (2) erect any buildings or permanent, non-movable structures, (3) cause or allow water to be ponded, or (4) place any fill thereon without the Grantee's prior written permission.

After said sewer line has been constructed, the Grantee will pay the Grantors, their heirs or assigns, for any damage to their growing crops, within or without the boundaries of the said right-of-way, that may from time to time be caused by leaks in said sewer line or by the repair, maintenance or replacement of said sewer line by the Grantee, its agents or employees; provided, however, that the mere existence of said sewer line and any effects that its presence and ordinary operation may have upon the soil and/or crops within the boundaries of said easement or right-of-way or upon the property of the Grantors outside the boundaries of the easement or right-of-way, or any replacement of the line may have upon the soil, shall not entitle the Grantors to any damages. Further, the Grantors shall not be entitled to any damages for trees hereafter cut by Grantee, its agents or employees, within the boundaries of said easement or right-of-way. Compensation for all the above is included in the consideration hereinbefore recited.

Said sewer line shall at all times be deemed personalty; it shall not become a part of the realty through or across which it passes.

It is agreed that this grant covers all the agreements between the parties, and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

IN WITNESS WHEREOF the Grantor has caused this instrument to be signed in its corporate name by its _____ President, attested by its _____ and has caused its Common Seal to be affixed hereto.

Hubbard Realty of Winston-Salem, Inc.
By Lewis E. Hubbard (SEAL)
President

ATTEST: Emma B. Hubbard (SEAL)
Secretary

McGuire Construction Co., Inc., a North Carolina Corporation
By A. N. McGuire (SEAL)
President

ATTEST: Lora J. Craft (SEAL)
Ass't Secretary

STATE OF NORTH CAROLINA - Forsyth County

I, Crystal A. Martin, a Notary Public of ^{Davidson} ~~Forsyth~~ County, North Carolina, do hereby certify that Emma B. Hubbard

personally appeared before me this day and she is the Secretary of Hubbard Realty of Winston-Salem, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Secretary, seal with its corporate seal, and attested by her as its Secretary.

WITNESS my hand and notarial seal or stamp, this the 31st day of March, 2003.



OFFICIAL SEAL
CRYSTAL A. MARTIN
NOTARY PUBLIC - NORTH CAROLINA
DAVIDSON - COUNTY

Crystal A. Martin
Notary Public

My Commission Expires: 1/31/04

Notary Seal/Stamp

STATE OF NORTH CAROLINA - Forsyth County

I, Crystal A. Martin, a Notary Public of Forsyth County, North Carolina, do hereby certify that Lora J. Craft

personally appeared before me this day and she is the Asst. Secretary of McGuire Construction Co., Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Asst. Secretary, seal with its corporate seal, and attested by her as its Asst. Secretary.

WITNESS my hand and notarial seal or stamp, this the 31st day of March, 2003.



OFFICIAL SEAL
CRYSTAL A. MARTIN
NOTARY PUBLIC - NORTH CAROLINA
DAVIDSON - COUNTY

Crystal A. Martin
Notary Public

My Commission Expires: 1/31/04

Notary Seal/Stamp

STATE OF NORTH CAROLINA - Forsyth County

The foregoing certificate(s) of _____

is (are) certified to be correct.

This the _____ day

STATE OF NC - FORSYTH CO

The foregoing certificate(s) of:

Crystal A. Martin

NP(s)

is certified to be correct at the date of recordation shown on the first page thereof.

DICKIE C. WOOD,

Dickie C. Wood, Register of Deeds by:

[Signature] Deputy Asst.

By: _____

Assistant/Deputy

Probate fee \$ _____ paid.