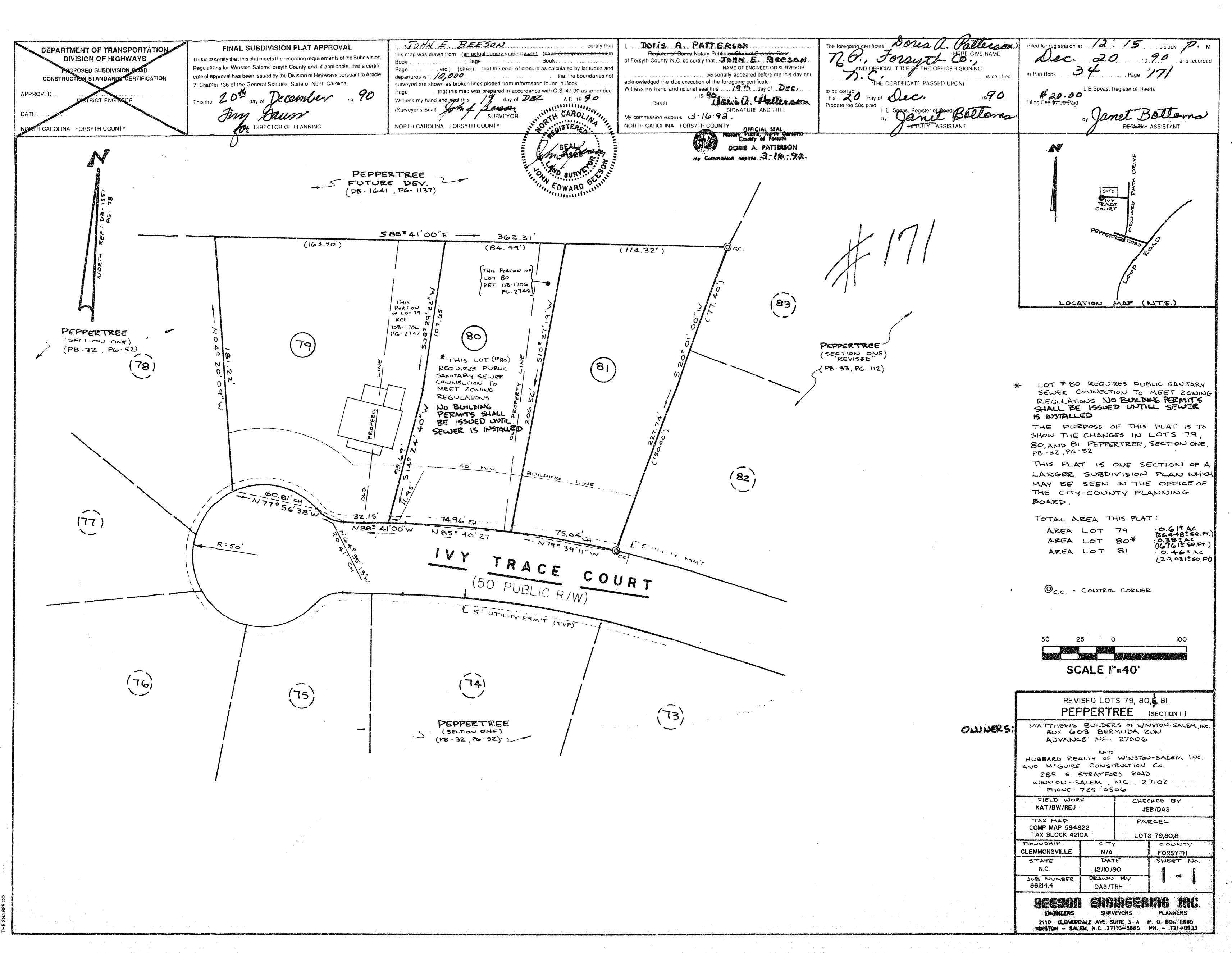
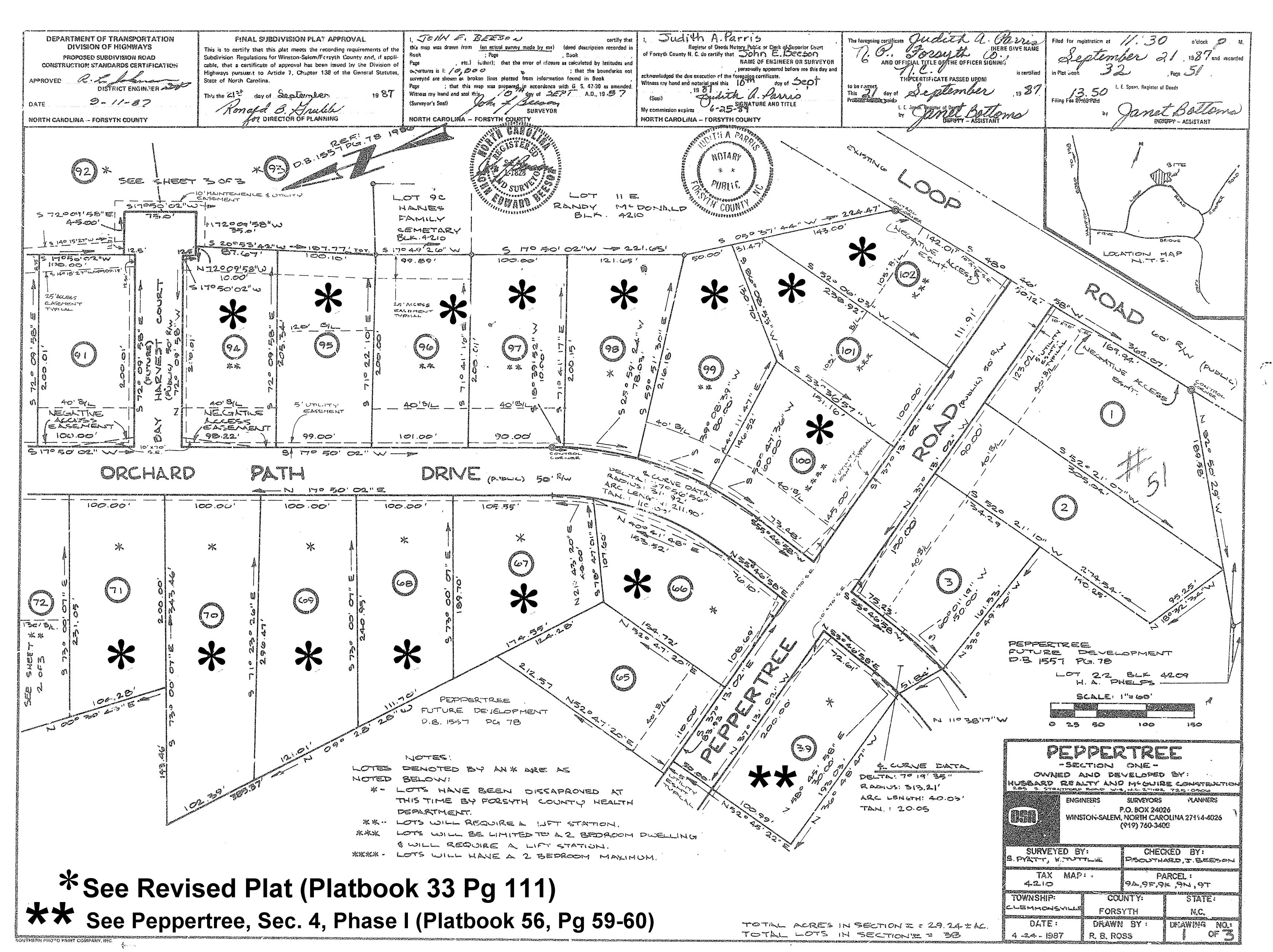
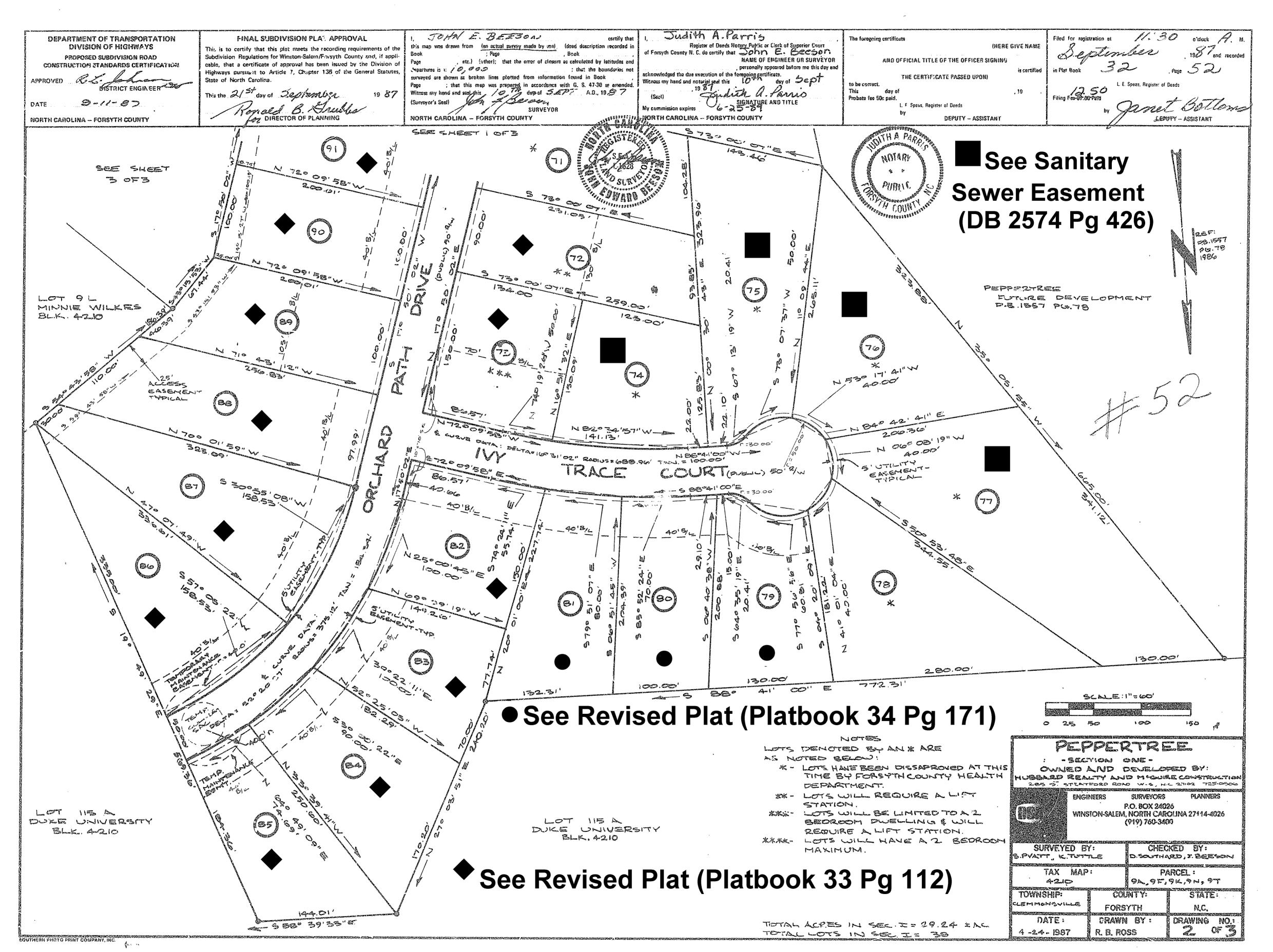
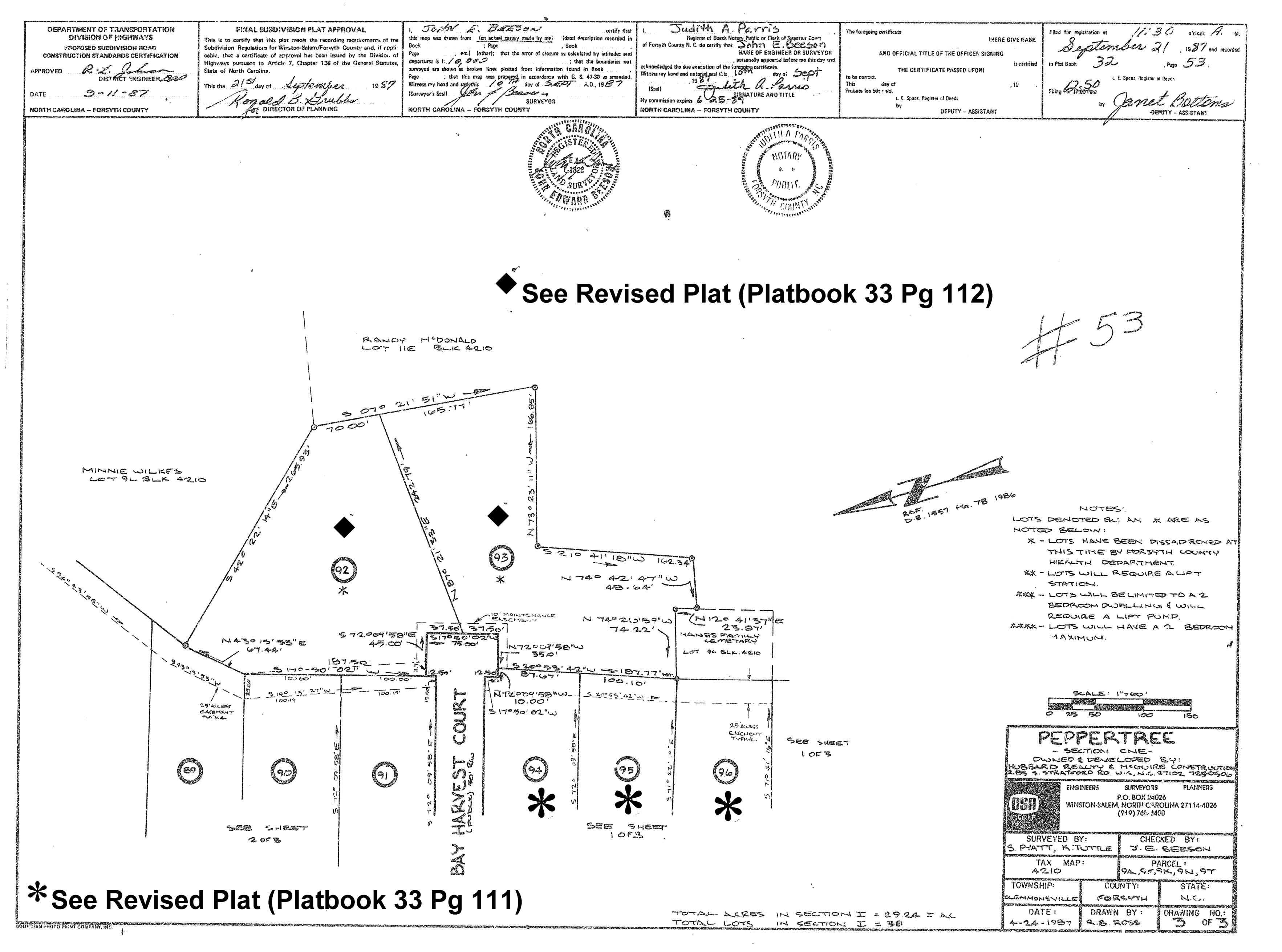


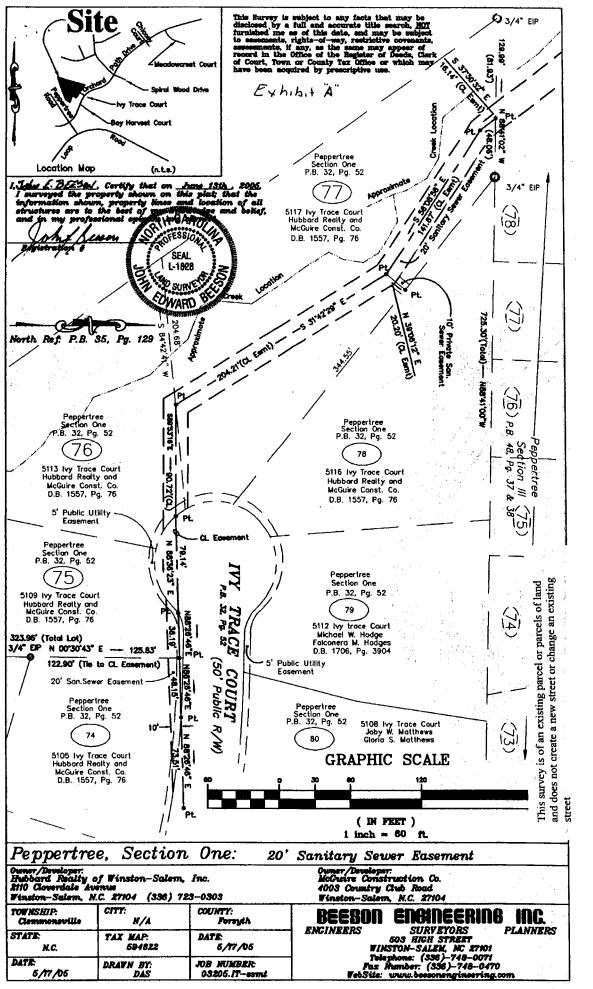
KERNERSVILLE, NC 27284 PH. (910) 298-2211











Sanitary Sewer Easement Recorded in Deed Book 2574 Pages 426-429

/40-0U/1

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FORSTH CO, NC FEE \$23.00
NO TAXABLE CONSIDERATION

06-15-2005 03:29 PN
DICKLE C MOOD
By:SHAMMON BOSTIC-GRIFFITH DPTY
BK:RE 2574
PG:426-429

ENVELOPE

NORTH CAROLINA
Prepared by Dorls Patterson
FORSYTH COUNTY
return to: Iscess Engra 503 High St Winston-Salem NC 27101
THIS GRANT OF EASEMENT, made this 14th day of June 2005,
by McGuire Construction Co., Inc. and Hubbard Realty of Winston-Salem, Inc. 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 sanitary sewer line, said property of the Grantors being situated in Clemmonsville Township, Forsyth County, North Carolina, and the easement or right-of-way hereby conveyed being described as follows:

"See Attachment A"

The above-described being the description of a permanent __Twenty (20') foot sewer easement as shown on attached map, prepared by _Beeson Engineering, Inc., their map number is 03205-IT-ez, dated _June 13, 2005, entitled "_Peppertree, Section One, Sanitary Sewer Easement". This easement description also being part of a utility project, commonly known as "_Peppertree, Section One, Ivy Trace Court_", City project number __11393_____.

Also, the Grantors hereby grant to the Grantee a temporary easement or right to use such additional property of the Grantors on either or both sides of the afore said permanent easement or right-of-way as the Grantee, its agents or contractors, may need in connection with the initial construction and laying of the sewer line, provided, however, that at no point shall the combined temporary and permanent easements or right-of-way exceed _______ feet in width.

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 permanent easement or right-of-way hereby granted shall continue for so long as same is used by the Grantee, its successors or assigns, for any of the purposes hereinabove set forth.

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.

Off site sewer

The Grantors agree that the consideration hereinabove 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 TESTIMONY WHEREOF the said parties of the first part have hereunto set their hands and seals.

Hubbard Realty of Winston-SAKEM, Inc McGuire Con	structum Co., Inc.
By: Sure Falland (SEAL) By: During Signature	VICE PRES.

Rence R. Hubbard (SEAL) DORIS A. PATTERSON (SEAL)
Print Full Name

SEAL/STAMP	NORTH CAROLINA - FORSYTH COUNTY
	I, Susan E-Saulus a Notary Public of Saush County, North Carolina, certify that DRS A- Hotterson personally came before me this day and acknowledged that (s)he is //CE President of McGuire Construction Co., Inc., a North Carolina corporation, and that (s)he as //Ce President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal this /5th day of // Commission Expires: 9-24-05 // Notary Public
SEAL/STAMP	NORTH CAROLINA - FORSYTH COUNTY
PURILE STATES	I, Susan E-SPRULGa Notary Public FORSIA County, North Carolina, certify that Street Landson personally came Before me this day and acknowledged that he is President of Hubbard Realty of Winston-Salem, Inc., A North Carolina corporation, and that he as President, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal this Street Aday of Notary Public Notary Public
The foregoing Certificate of	is certified to be
correct at the date of recordation shown on	n the first page hereof.
	REGISTER OF DEEDS FOR FORSYTH COUNTY
	Ву
	Deputy/Assistant
	ì
311	The foregoing certificate(s) of: SUN NP(s)
is certifi Dickle C	ed to be correct at the date of recordation shown on the first wage thereof, C. Wood, Register of Deeds by: