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FORSYTH CO, NC FEE \$26.00 STATE OF NO REAL ESTATE EXTX

\$43.00

PRESENTED & RECORDED: 02-26-2019 01:42:20 PM

LYNNE JOHNSON REGISTER OF DEEDS BY: SYLVIA TILLEY DPTY

BK: RE 3447 PG: 3146-3148

DRAFTED BY: John R. Lawson, Asst. City Attorney	TAX PIN 5896-70-1441.00
Mail after recording to: Box #5	Mail future tax bills to: Real Estate Supervisor, City of Winston-Salem
	143,06

# FORSYTH COUNTY, NORTH CAROLINA GENERAL WARRANTY DEED FOR THE MEADOWLARK DRIVE ROAD IMPROVEMENTS PROJECT

THIS DEED made this 22 day of 4th , 2019, by and between

#### **GRANTOR**

## MARY ELIZABETH DODSON CONRAD 654 Meadowlark Drive Winston-Salem, NC 27106

#### GRANTEE

CITY OF WINSTON-SALEM, a North Carolina municipal corporation 101 N. Main St. Winston-Salem, NC 27101

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine, or neuter, as required by context.

WITNESSETH, that the Grantor, for valuable consideration paid by the Grantee, the sufficiency and receipt of which is hereby acknowledged, has and by these presents does, hereby, grant, bargain, sell, and convey unto the Grantee, in fee simple, all that certain lot or tract of land in Forsyth County, North Carolina, Winston Salem Township, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

The property herein conveyed  $\square$  does  $\boxtimes$  does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the 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, free and clear of all encumbrances and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever. This conveyance is made subject to all recorded easements and unrecorded utility easements.

The acquisition of the interest described herein does not include any drainage system(s) or utilities under the road or sidewalk unless the city has formally accepted the same.

## **Book 3447 Page 3147**

Mary Elizabeth Conrad(SEAL)
Mary Efizabeth Dodson Conrad
*****************************
NORTH CAROLINA)
FORSYTH COUNTY)
I,, a notary public of the County and State aforesaid, do certify Mary Elizabeth Dodson Conrad personally appeared before me this day and acknowledged the execution of the foregoing General Warranty Deed for Meadowlark Drive Road Improvements Project.
Witness my hand and notarial seal, this the 22nd day of February, 2019.
Will (SEAL)
Notary Public
My commission expires: 4-23-23  My commission expires: 4-23-23  Michael Hall  Notary Public - North Carolina  FORSYTH COUNTY  My commission Expires

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and deals of the day and year first above written.

#### **EXHIBIT "A"**

## MEADOWLARK DRIVE ROAD IMPROVEMENTS TAX PIN 5896-70-1441.00

Being all of that certain 10,962 square foot parcel of land in Fee Simple, a 19,833 square foot Temporary Construction Easement, and a 172 square foot parcel of land to be used for a Permanent Utility Easement.

The above described is shown on Map P-814 (Sheets 4 and 5 of 9), dated 12/14/18 or as may have been subsequently revised, and plans for Project 201508, Meadowlark Drive Road Improvements, both on file in the Office of the Department of Public Works, Winston-Salem, North Carolina, reference to which plans are hereby made for purposes of further description and for greater certainty.

### SPECIAL PROVISIONS

This deed is subject to the following provisions:

- 1. IT IS UNDERSTOOD AND AGREED that the City of Winston-Salem shall have the right to construct and maintain the cut and/or fill slopes in the above described easement area(s) until such time that the property owner(s) alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not impair the lateral support of the roadway.
- 2. Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the City is authorized by law to subject same. The City and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the City shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the City for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the City, obstruct or materially impair the actual use of the easement area(s) by the City of Winston-Salem, its agents, assigns, and contractors.
- 3. Grantee may enter upon Grantor's lands outside of the conveyed property described above to the extent necessary to reconnect Grantor's existing driveway(s) to the boundary of Meadowlark Drive, and, as evidenced by the signature(s) below, Grantor hereby releases any claim arising out of the design or construction of the driveway reconnection.