

Instrument Prepared By: Lynda S. Abramovitz  
Brief Description for Index:

Parcel Identifier: Block 3460, Lot 306D

Mail After Recording To: City Box

NORTH CAROLINA )

FORSYTH COUNTY )

GENERAL WARRANTY DEED  
EASEMENT FOR GREENWAY PURPOSES

THIS DEED OF EASEMENT, made this 24<sup>th</sup> day of August 1993, by and between S & K INVESTMENT, INC., hereinafter referred to as the Grantors, and the CITY OF WINSTON-SALEM, a municipal corporation of the State of North Carolina, hereinafter referred to as the "City";

W I T N E S S E T H:

WHEREAS, the Grantors are the owners in fee simple of certain real property hereinafter described, situated in Forsyth County, North Carolina;

WHEREAS, the Grantors and the City recognize the scenic and aesthetic value of the property in its present state, and have, by the conveyance of a Greenway Easement to the City, the common purpose of preserving the natural values and character of the property, and preventing the use or development of the property in any manner which would conflict with the maintenance of the property in its scenic and natural condition;

WHEREAS, the Grantors are willing to grant a Greenway Easement over the property, thereby restricting and limiting the use of the land and contiguous water areas, on the terms and conditions and for the purposes hereinafter set forth, and the City is willing to accept such easement;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions and restrictions hereinafter set forth, the Grantors hereby grant and convey to the City and its successors in perpetuity an interest and Greenway Easement of the nature and to the extent hereinafter set forth, in and over the lands of the Grantors described as follows:

BEGINNING at a point, the southwest corner of Historic Bethabara Park, Inc., (Deed Book 1733, Page 308, Tax Block 3460 Lot 23C) and in the northern line of Windsor Forest, Section One (Plat Book 18, Page 137, Tax Block 3597, thence with the west line of said Historic Bethabara Park, Inc., North 4° 13' 16" East 128.09 feet to an iron thence continuing with the west line of Historic Bethabara Park, Inc., North 9° 43' 27" West 83.97 feet to a point in the centerline of Mill Creek, thence running with the centerline of Mill Creek the following courses and distances:

North 85° 59' 41" West 93.74 feet; South 74° 46' 16" West 84.71 feet; South 64° 24' 59" West 127.54 feet; North 87° 56' 24" West 212.50 feet to a point in a southern line of S & K Investments, Inc., (Deed Book 1151, page 455, Tax Block 3460, Lot 104) and the northeast corner of State of North Carolina (Deed Book 1744, Page 145, Tax Block 3460, Lot 24K), thence with the east line of State of North Carolina (Deed Book 1744, Page 145) and continuing with the East line of State of North Carolina (Deed Book 1735, page 818, Tax Block 3460, Lot 26A) South 07° 22' 04" East 161.39 feet to an iron in the eastern line of State of North Carolina (Deed Book 1735, Page 818) thence with a new line of S & K Investments, Inc., the following courses

NO TAXABLE CONSIDERATION

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and distances:

North 44° 38' 52" East 65.21 feet to an iron; North 63° 19' 09" East 73.70 feet to an iron; North 76° 03' 36" East 68.36 feet to an iron; North 89° 48' 06" East 92.30 feet to an iron; South 77° 34' 30" East 100.87 feet to an iron; South 67° 47' 54" East 73.39 feet to an iron; South 50° 48' 05" East 49.17 feet to an iron, the northwest corner of Windsor Forest, Section One (Plat Book 18, Page 137, Tax Block 3597) thence with the north line of Windsor Forest, Section One, South 75° 30' 01" East 12.20 feet back to the place of beginning. Said courses and distances are according to a survey for the City of Winston-Salem by Brady Surveying Company, P.A. dated October 22, 1992 and revised July 29, 1993.

Said easement is the northerly portion of the property of S & K Investments, Inc., Tax Block 3460, Lot 306D Forsyth County tax map, and located in Old Town Township, Forsyth County, North Carolina and being a portion of the property deeded to S & K Investments, Inc., by Rachel Speas Kent in Deed Book 1151, page 455, Forsyth County Registry.

TO HAVE AND TO HOLD the aforesaid Greenway Easement and all privileges and appurtenances belonging thereto, to the Grantee and its successors and assigns, subject to the following terms, conditions and restrictions of this Greenway Easement:

- (1) No building, sign, fence or other structure shall be erected on the property; provided, trail makers, litter receptacles, gates, boat launch trails, trail bridges, shelters and other convenience facilities may be placed upon the property by the City, consistent with the City's master Greenway Plan.
- (2) There shall be no dumping of ashes, garbage, waste, or other unsightly or offensive material on the property.
- (3) There shall be no excavation (except as provided below), dredging, removal of loam, rock, sand, gravel or other material, nor any building of roads or other change in the natural topography of the property, excepting for the construction and maintenance of trails, boat launches, fire lanes, or other accesses by the City.
- (4) There shall be no removal, destruction or cutting of trees, shrubs or other vegetation from the property except as may be performed by the City: (a) for the maintenance of trails, fire lanes and other accesses; (b) for the prevention or treatment of disease; or (c) for other good husbandry practices.
- (5) Members of the general public shall have free access to and use of the property, subject to the laws and ordinances of the City, and for the purposes allowed under the master Greenway Plan of the City including, but not limited to the following: walking, nature studies, hiking, bike riding, jogging and picnicking; provided, there shall be no access by the City or the public at large granted by this easement to any property of the Grantors other than that described and conveyed herein.
- (6) The City shall have the right and duty to maintain this Greenway Easement in a clean, natural and undisturbed state, consistent with the City's master Greenway Plan.
- (7) The Grantors shall be considered the fee owners of the property for purposes of determining development density standards under applicable zoning and land use regulations and shall be responsible for the payment of taxes on the property.

- (8) The City agrees to hold the Grantors harmless from liability for personal injury or property damage arising out of the use of the property for Greenway purposes; provided the Grantors shall not be held harmless from liability caused by the active conduct or instrumentalities of the Grantors, their agents, invitees or contractors; or by acts of the Grantors, his agents, invitees or contractors which violate the terms and conditions of this Deed of Easement.

In the event a violation of these terms, conditions or restrictions is found to exist, the City may, after a thirty (30) days notice to the Grantors, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the property to its prior condition, or for damages for breach of covenant.

The City does not waive or forfeit the right to take action to insure compliance with the terms, conditions and purposes of this Greenway Easement by a prior failure to act.

The City reserves the right to enter the property at reasonable times in order to monitor compliance with the terms, conditions, restrictions and purposes of this Greenway Easement.

The Grantors expressly reserve the right to continue the use of the property for all purposes not inconsistent with this Greenway Easement.

The Grantor expressly permits the City or those acting with the City's permission or authority to conduct any archeological research, investigation, interpretation, identification and excavation on the property of this Greenway Easement.

The Grantor agrees that the terms, conditions and restrictions of this Greenway Easement will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title to, or of its possessory interest in, the subject property.

TO HAVE AND TO HOLD the said right, privilege and easement herein granted to the City, its successors and assigns, forever. The covenants agreed to and the terms, conditions and restriction imposed herein shall be binding upon the Grantor and its agents, personal representatives, heirs and assigns, and all other successors to it in interest and shall continue as a servitude running in perpetuity with the above described land.

And the Grantors covenant that it is vested of the premises in fee and have the right to convey the same in fee simple; that the same are free from encumbrances except as hereinafter stated, and that the Grantors will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals.

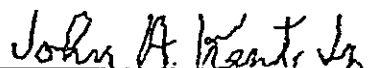
S & K INVESTMENTS, INC.

(Corporate Seal or Stamp)

By

  
President

ATTEST:


  
Secretary

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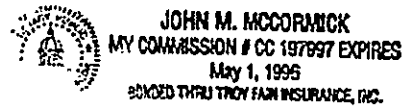
STATE OF FLORIDA )  
COUNTY OF ORANGE )

I, JOHN M. MCCORMICK, a Notary Public for said  
County and State, certify that JOHN A. KENT, JR. came  
before me this day and acknowledged that he is Secretary  
of S & K Investments, 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 President  
sealed with its corporate seal, and attested by himself as its  
Secretary.

Witness my hand and notarial seal or stamp this the 13th  
day of September, 1993.

  
Notary Public

My commission expires:



NORTH CAROLINA )  
FORSYTH COUNTY )

The foregoing (or annexed) certificate of  
John M. McCormick, Notary Public, State of Florida (Orange Co)  
is ~~(are)~~ certified to be correct.

This the 16 day of September, 1993.

L. E. SPEAS, Register of Deeds

By Deborah Riddle  
Deputy/Assistant

STAMPS \$ \_\_\_\_\_

Probate and filing Fee \$ 12.00 paid.

PRESENTED FOR  
REGISTRATION  
AND RECORDED

'93 SEP 16 P3 50

L.E. SPEAS  
REGISTER OF DEEDS  
FORSYTH CO. N.C.

gina  
collins