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NORTH CAROLINA)
)
FORSYTH COUNTY)

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BOX

CONTRACT OF CONVEYANCE

THIS CONTRACT OF CONVEYANCE, made and entered into this 7th day of February, 1990, between "S & E ASSOCIATES", with its principal office located in Forsyth County, North Carolina, hereinafter called the "Applicant;" and the CITY OF WINSTON-SALEM, acting through the City/County Utility Commission, hereinafter called the "City;"

W I T N E S S E T H:

WHEREAS, the Applicant has installed certain water system improvements to serve HARPERS CROSSING, as recorded in Plat Book 33 at Page 13 in the Forsyth County Registry; and as shown on map and detailed development plans entitled, "HARPERS CROSSING" prepared by Gupton-Foster Associates, dated March 16, 1988, a reproducible copy of said plans being on file in the Department of Public Works of the City of Winston-Salem, and the said improvements having been connected with the water system of the City of Winston-Salem with the understanding that all of said improvements would thereupon become and thenceforth be the property of the City of Winston-Salem.

WHEREAS, said water extension is located outside the zoning jurisdiction of the City of Winston-Salem and serves the following:

WATER EXTENSION:

6" D.I. Main HARPERS CROSSING LANE (public street) from Harper Road eastwardly to end of street (cul-de-sac).

6" D.I. Main - HARPERS RIDGE DRIVE (public street) from the south line of Lot Nos. 4 and 5 northwardly to the north line of Lot Nos. 16 and 17.

WHEREAS, the Applicant represents and warrants to the City that it is or has been the owner of all of the property abutting or having frontage along said water extension.

NOW, THEREFORE, in consideration of the premises, this Contract of Conveyance is entered into as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, the Applicant has bargained and sold and by these presents does bargain and sell unto the City, its successors and assigns, all of those certain improvements aforedescribed and incorporated herein by reference, together with all appurtenances which are made a part of or connected with said improvements. Applicant further hereby conveys and assigns unto the City, its successors and assigns, all right, title and interest which the Applicant has in easements or rights-of-way with respect to the land in and upon which improvements are located, including specifically the easement rights for maintenance of said improvements.

TO HAVE AND HOLD the aforesaid improvements, easements and rights-of-way and all facilities and appurtenances thereunto belonging, to the City of Winston-Salem, its successors and assigns, forever; and the Applicant covenants that the title to said water improvements, easements and rights-of-way thereto conveyed by this instrument is free and clear of any liens and encumbrances, and that the Applicant will warrant and defend said title against the claims of any persons whomsoever; the Applicant further covenants and warrants that all of said improvements are constructed within the rights-of-way of public streets which the City has the right to use for the operation, maintenance, repair and replacement of said improvements, or that said improvements are constructed within permanent rights-of-way owned by the Applicant and transferred herewith to the City, its successors and assigns.

This Instrument Drawn by: Randall B. Gibson
City Attorney

Further, in conformity with the policies and provisions of the City/County Utility Commission, the parties hereto contract and agree as follows:

1. The City warrants that said water improvements have been inspected by the Department of Public Works of the City of Winston-Salem and have been found to meet all applicable City specifications thereto as of October 12, 1989. The Applicant agrees that a warranty exists for water improvements from the Contractor, Wallace Shelton, Inc., to the City for a one year period from the date in this Paragraph.

2. The Applicant warrants that the total cost of the water extension was $21,264.00.

3. Any investment on the part of the Applicant will not give it any claim or ownership in the extension nor will it give Applicant the right to charge others for connecting to the extension toward which it has contributed.

4. Except as hereinabove specifically provided, this instrument shall be subject to and shall be construed in accordance with the applicable provisions of the City/County Utility Commission policies relating to the construction of water improvements to serve an Applicant's development outside the zoning jurisdiction of the City of Winston-Salem.

5. Nothing herein shall be construed inconsistent with that Preliminary Agreement between the parties dated September 19, 1988. In the event of any conflict this Contract of Conveyance shall control.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed by the parties below, and has caused its Corporate Seal (if applicable) to be affixed hereto; and the City/County Utility Commission has approved this instrument and caused the same to be executed in the name of the City of Winston-Salem by the Assistant City Manager/Public Works, and attested by the City Secretary, all as of the day and year first above written.

S & E ASSOCIATES

By: Mary M Eagan
Partner
Mary M. Eagan,

John Eagan, Partner

CITY OF WINSTON-SALEM

By:
Assistant City Manager/
Public Works

BOARD OF ALDERMEN OF THE CITY OF WINSTON-SALEM NORTH CAROLINA

ATTEST:

By: Marie M. Matthews
City Secretary

Approved as to form and legality this
7 day of February, 1990.

By: Randall B. Huber
City Attorney

STATE OF NORTH CAROLINA
Forsyth COUNTY

I, Gaye W. Sample, a Notary Public of Forsyth County, North Carolina, do hereby certify that Mary M. Eagan, John Eagan, Jr., Partners of J+E Associates personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 5th day of February, A.D., 1990

GAYE W. SAMPLE Notary PUBLIC FORSYTH COUNTY N.C.

Gaye W Sample
Notary Public

NORTH CAROLINA- Forsyth County

I, Betty H. Alexander, a Notary Public of Forsyth County, North Carolina, do hereby certify that Marie M. Matthews personally appeared before me this day and acknowledged that she is the City Secretary of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the said municipal corporation the foregoing instrument was signed in its name by its Assistant City Manager/Public Works, sealed with its Corporate Seal, and attested by herself as its City Secretary.

WITNESS my hand and notarial seal, this the 7th day of February, 1990.

My Commission Expires: Apr. 9, 1991

Betty H. Alexander
Notary Public

OFFICIAL SEAL
BETTY H. ALEXANDER
NOTARY PUBLIC
FORSYTH COUNTY, NC
My Commission Expires April 9, 1991

STATE OF NORTH CAROLINA- Forsyth County

The foregoing certificate of Gaye W Sample & Betty H. Alexander Notaries Public Forsyth Co/NC

is (are) certified to be correct. This the 9th day of Feb 1990.

L.E. Speas, Register of Deeds

By: Gina Childress
Deputy/~~Assistant~~

Probate fee $ _____ paid.

PRESENTED FOR REGISTRATION
FEB 9 12 56 PM '90
L. E. SPEAS
REGISTER OF DEEDS
FORSYTH CTY, N.C.
$12.00