

DRAFTED BY: RONALD G. SEEGER

RETURN TO : THOMPSON, BOX 30

BK1686 P1362 /50 ✓

15

NORTH CAROLINA)
FORSYTH COUNTY)

THIS GRANT OF EASEMENT, made this 21st day of November,
19 89, by R&D HOMES, INC. AND STONEHAVEN/PEACEHAVEN

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;

W I T N E S S E T H:

That the Grantors, in consideration of One Dollar (\$1.00) and other
valuable considerations 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 con-
struction, 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 Winston
Township, Forsyth County, North Carolina, and the easement or right-of-way
hereby conveyed being described as follows:

The following easement crosses Tax Block 6132, Lot B:

Being the centerline of a 20-foot wide permanent easement or right-of-
way described as follows: Beginning at a point, a proposed Manhole
(Station 1+02.10), in the eastern property line of Lot B, Tax Block
6132, said point being North 09 deg. 38 min. 08 sec. West 6.10 feet
from an iron, the northwest corner of Lot 81, Tax Block 3909; thence
North 68 deg. 30 min. 16 sec. West 102.10 feet to a point, a proposed
manhole in Pebble Ridge Lane, said ending point being further de-
scribed as lying South 01 deg. 16 min. 06 sec. West 63.65 feet from an
existing manhole, said manhole being Manhole No. 2 of Stonehaven
Development, plans of which are on file in the Office of the Depart-
ment of Public Works, City Hall, Winston-Salem, North Carolina.
Containing 2,029.83 square feet.

The above-described line also being the centerline of a forty-foot
(40') temporary construction easement.

The above-described line being the centerline of a permanent twenty-
foot sanitary sewer easement, and the centerline of a forty- foot
construction easement, as shown on Map 7891, dated August 30,
19 89, entitled "WHITEWOOD LANE OUTFALL & STREET",
prepared by the Water and Sewer 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.

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 aforesaid permanent easement or right-of-way as the Grantee,
its agents or contractors, may need in connection with the initial con-
struction and laying of the sewer line, provided, however, that at no
point shall the combined temporary and permanent easements or rights-of-
way exceed forty 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 lands and the right from time to time to cut all trees, undergrowth and other obstructions 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 lines. 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 additional temporary easement or right-of-way shall terminate upon completion of laying and construction of the sewer lines.

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 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 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 lines, 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 lines.

The Grantee agrees that the Grantors, their heirs and assigns, may cultivate the soil within the boundaries of said easements or rights-of-way, provided such cultivation shall not interfere with the construction, operation, repair, maintenance, replacement and/or removal of said sewer lines. No trees or vineyards of any kind shall be planted and/or cultivated, and no buildings shall be erected within the boundaries of said easements or rights-of-way by the Grantors, the heirs or assigns. No water shall be ponded over said easements or rights-of-way by the Grantors, their heirs or assigns. No fill may be placed over said easement without written permission granted in advance by the Grantee, except for uses expressly permitted herein. The Grantors shall have no right to use the property subject to this easement other than as set forth above.

After said sewer lines have 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 lines or by the repair, maintenance or replacement of said sewer lines by the Grantee, its agents or employees; provided, however, that the mere existence of said sewer lines and any effects that their 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 lines 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 lines shall at all times be deemed personalty; they 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 Grantor has caused these presents to be signed by its _____ President, attested by its Secretary, and has caused its Common seal to be affixed hereto.

R&D HOMES, INC.

(Corporation)

(Corporate Seal or Stamp)

By

President

ATTEST:

Dorothy H. Buffone
Secretary

NORTH CAROLINA)

~~XXXXXX~~
(GUILFORD COUNTY)

This 21st day of November, 1989, personally came before me, Anita S. Jones, a notary public, Dorothy H. Buffone, who, being by me duly sworn, says (Name of Secy or Asst. Secy)

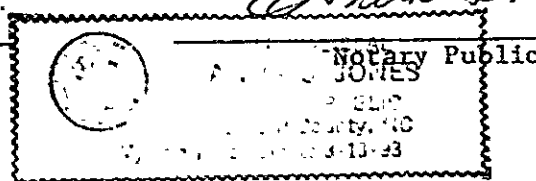
that she knows the Common Seal of R&D HOMES, INC. and is acquainted with Richard R. Buffone who is the _____ President of said Corporation, and that she, the said Dorothy H. Buffone is the _____ Secretary of the said Corporation, and saw the said _____ President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said _____ President, and that she, the said Dorothy H. Buffone signed ^{her} ~~his~~ name in attestation of the (Name of Secy. or Asst. Secy.) execution of said instrument in the presence of said _____ President of said Corporation.

Witness my hand and notarial seal or stamp this the 21st day of November, 1989.

My commission expires:

3-13-93

Notarial Seal or Stamp:



NORTH CAROLINA)

FORSYTH COUNTY)

The foregoing certificate of _____

is certified to be correct. This the _____ day of _____ 19 ____.

L. E. SPEAS, Register of Deeds

By _____

Assistant/Deputy

Probate fee \$ _____ paid.

IN TESTIMONY WHEREOF, the Grantor has caused these presents to be signed by its _____ President, attested by its Secretary, and has caused its Common seal to be affixed hereto.



(Corporate Seal or Stamp)

Stonehaven/Peacehaven
(Corporation)
By [Signature]
President

ATTEST:
Carolyn B. Creech
Secretary

NORTH CAROLINA)
FORSYTH COUNTY)

This 15th day of January, 1990, personally came before me, Addison Fauber, a notary public, Carolyn B. Creech, who, being by me duly sworn, says
(Name of Secy or Asst. Secy)

that she knows the Common Seal of Stonehaven/Peacehaven and is acquainted with Donnie E. Price who is the _____ President of said Corporation, and that she, the said Carolyn B. Creech is the _____ Secretary of the said Corporation, and saw the said _____ President sign the foregoing instrument, and saw the Common Seal of said Corporation affixed to said instrument by said _____ President, and that she, the said Carolyn B. Creech signed ~~her~~ name in attestation of the (Name of Secy. or Asst. Secy.) execution of said instrument in the presence of said _____ President of said Corporation.

Witness my hand and notarial seal or stamp this the 15th day of January, 1990

My commission expires:

1/6/93. Addison Fauber
Notary Public

Notarial Seal or Stamp:

NORTH CAROLINA)
FORSYTH COUNTY)

The foregoing certificate of Amata S. Jones N.P. Guilford C.N.C. + Addison Fauber N.P. Forsyth Co, NC is certified to be correct. This the 14 day of Feb 1990

PRESENTED FOR SPEAS, Register of Deeds
By Jesse Holden
/Deputy

Probate fee \$ _____ FEB 14 9 40 AM '90

REGISTER OF DEEDS
FORSYTH CO. NC
#12-0099 DE