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FORSYTH CO. NC FEE \$26.00
 STATE OF NC REAL ESTATE EXT
\$1.00

PRESENTED & RECORDED:
 12-01-2022 04:18:50 PM
 LYNNE JOHNSON
 REGISTER OF DEEDS
 BY ANGELA BOOE, DPTY

BK: RE 3730
PG: 4200-4202

Drafted by: Fredrick W. Evans, Assistant City Attorney, Box 30

NORTH CAROLINA)
)
 FORSYTH COUNTY)

GRANT OF EASEMENT
 Permanent Sewer Easement
 PIN# 6843-16-8290 and 6843-15-2792

THIS GRANT OF EASEMENT made this 30th day of November, 2022, by **CAHA MORNINGSTAR LLC**, a Virginia limited liability company, party of the first part, hereinafter called the Grantor, to **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 Grantor, for valuable consideration to it paid by the Grantee, receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto the Grantee its successors and assigns, an easement or right-of-way across the property of the Grantor for the construction, operation, repair, maintenance, replacement and/or removal by the Grantee, its agents, successors or assigns, of a sewer line, said property of the Grantor being situated in Forsyth County, North Carolina, and the easement or right-of-way hereby conveyed being described as follows:

Being all of that certain 913 square foot permanent sewer easement, said easement being as shown on Sheet 4 on Map P-848, dated July 13, 2022, or as may have been subsequently revised, prepared by the surveyor of record for the Fiddlers Creek Outfall Replacement Project #710221, and on file in the Office of the Department of Public Works, Winston-Salem, North Carolina, to which reference is hereby made for a more particular description.

The above-described easement crosses Tax Parcel Identification Number 6843-16-8290 and Tax Parcel Identification Number 6843-15-2792 of the Forsyth County Tax Records, as now constituted.

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 easement 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. Any temporary construction easement or right-of-way conveyed by this instrument will continue until the completion of the Fiddlers Creek Outfall Replacement Project #710221, at which time the temporary construction easement will terminate.

The Grantor covenants that it is seized of the aforesaid premises in fee and has the right to convey the easement or rights-of-way hereby granted; that same are free from encumbrances; and that it will warrant and defend said title to said easement or right-of-way against the claims of all persons whatsoever.

The Grantor agrees that the consideration herein above 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 easement or right-of-way in connection with the survey for and/or construction of said sewer lines, and the Grantor agrees, for itself, its heirs and assigns, that it 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 Grantor, its heirs and assigns, may use the property within the boundaries of the easement conveyed herein in any manner consistent with, and not in derogation of, the use or purposes to which said easement may be put by the Grantee. By way of example, the Grantor 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 lines. In further limitation of the right of the Grantor to use the property within the boundaries of said easement, it is agreed that Grantor and its successors and assigns shall not, within the boundaries of said easements, (1) plant or cultivate any trees, shrubs, 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 lines have been constructed, the Grantee will pay the Grantor, its heirs or assigns, for any damage to its growing crops, within or without the boundaries of the said easement, 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 mains and any effects that their presence and ordinary operation or replacement may have upon the soil and/or crops within the boundaries of the easement, shall not entitle the Grantor to any damages. Further, the Grantor shall not be entitled to any damages for trees or shrubs 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 herein before recited.

Said sewer lines shall at all times be deemed personalty; they shall not become a part of the realty through or across which they pass.

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 WITNESS WHEREOF, the Grantor has hereunto set its hand and seal of the day and year first above written.

CAHA MORNINGSTAR LLC
a Virginia limited liability company

Signature: Chandra Sekhar (SEAL)

Name: CHANDRASEKHAR ARAKALA

Title: CEO

STATE OF Virginia)
COUNTY OF Fairfax)

I, DESHAUN LABAD, a notary public of the County and State aforesaid, certify that Chandra Arakala personally came before me this day and acknowledged that he/she is CEO of CAHA MORNINGSTAR LLC and acknowledged, on behalf of CAHA MORNINGSTAR LLC, the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30 day of November, 2022.

SEAL

Deshaun Labad
Notary Public

My commission expires on July 31st, 2026.

