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FORSYTH CO, NC FEE \$26.00  
 STATE OF NC REAL ESTATE EXT  
**\$2.00**

PRESENTED & RECORDED:  
 12-01-2022 04:18:50 PM

LYNNE JOHNSON  
 REGISTER OF DEEDS  
 BY ANGELA BOOE, DPTY

**BK: RE 3730**  
**PG: 4203-4204**

Drafted by: Bridgen Amos Green, Assistant City Attorney, Box 30

NORTH CAROLINA	)	<b>GRANT OF EASEMENT</b>
	)	Temporary Construction Easement
FORSYTH COUNTY	)	PIN# 6843-89-2885.00

THIS GRANT OF EASEMENT, made this 14<sup>th</sup> day of November, 2022, by PINNACLE BANK, TRUSTEE under the MARTHA ALDRIDGE TRUST, parties of the first part, hereinafter called the Grantor(s), to CITY OF WINSTON-SALEM, a municipal corporation of Forsyth County, North Carolina, party of the second part, hereinafter called the Grantee.

WITNESSETH:

That the Grantor(s), for valuable consideration to them paid by the Grantee, 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 Grantor(s) 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(s) 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 3,694 square foot temporary construction easement, said easement being as shown on Sheet 10 on Map P-848, dated 7/13/2022, or as may have been subsequently revised, prepared by the surveyor of record for the Fiddlers Creek Outfall 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 6843-89-2885.00 of the Forsyth County Tax Records, as now constituted.

TO HAVE AND TO HOLD the aforesaid easements 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 easements 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(s) 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 Grantor(s) agree 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 easements or right-of-way in connection with the survey for and/or construction of said sewer lines, and the Grantor(s) 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 Grantor(s), their heirs and assigns, may use the property within the boundaries of the easements conveyed herein in any manner consistent with, and not in derogation of, the use or purposes to which said easements may be put by the Grantee. By way of example, the Grantor(s) 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(s) to use the property within the boundaries of said easement, it is agreed that Grantor(s) and their 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(s), their heirs or assigns, for any damage to their growing crops, within or without the boundaries of the said rights-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 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 easements, shall not entitle the Grantor(s) to any damages. Further, the Grantor(s) 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 TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand and seal.

PINNACLE BANK, TRUSTEE

By: [Signature] (SEAL)  
Helen P. Thorp (Name)  
SVP (Position Title)

ATTEST:

By: [Signature] (Name)  
SVP  
 (Title)

STATE OF NC  
 COUNTY OF Randolph

I, [Signature], a notary public of the County and State aforesaid, certify that Helen P. Thorp, personally came before me this day and acknowledged that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by Helen P. Thorp (Name), its SVP (Position Title), and attested by [Signature] (Name), as SVP (Position Title) of the company.

Witness my hand and notarial seal, this the 14<sup>th</sup> day of November, 2022.

[Signature]  
 Notary Public

My commission expires: May 28, 2023

