

Warrington Ref (JN=)

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(*)
NORTH CAROLINA)
FORSYTH COUNTY)

WATER DISCHARGE EASEMENT

THIS INDENTURE, made this 27th day of July, 1973, by and between J. MAX FISH and wife, DORIS C. FISH, and JOHN K. CROUCH and wife, RENA W. CROUCH, all of Winston-Salem, Forsyth County, North Carolina, parties of the first part, hereinafter referred to as Fish and Crouch, and PARKVIEW MALL, a joint venture comprised of RCS, Inc., a North Carolina corporation, and K & H Investment Company, a general partnership of Richmond, Virginia, whose partners are Joseph J. Harding and George W. Kane, Jr., said joint venture having an office at 300 West Franklin Street, Richmond, Virginia, party of the second part;

W I T N E S S E T H T H A T:

WHEREAS, John K. Crouch and his wife, Rena W. Crouch, are owners in fee simple of a lot or parcel of land and the improvements thereon designated as Lot #12 on the Map of Parkview Acres recorded in Plat Book 16 at page 233 in the Office of the Register of Deeds of Forsyth County, North Carolina, said land being described in deed recorded in Deed Book 798 at page 237; and that J. Max Fish and his wife, Doris C. Fish, are seized in fee simple of the land and improvements designated as Lots numbered 13, 14 and 15 shown on the plat of Parkview Acres recorded in Plat Book 16 at page 233 in the Office of the Register of Deeds of Forsyth County, North Carolina, said lands having been acquired by deeds recorded in Deed Book 849 at page 408 and in Deed Book 724 at page 478, Forsyth County Registry; and

WHEREAS, Parkview Mall is seized of a large tract or parcel of land, consisting of 20 acres, more or less, lying immediately to the east of the Crouch and Fish land above referred to and being contiguous to the east lines of Lots #12, #13 and #14 of Parkview Acres, most of which is described in

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Richard G. Glaze

NO TAXABLE
CONSIDERATION

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deeds recorded in Deed Book 1013 at pages 548, 550, 552 and 554, which land Parkview Mall has developed or is developing as a shopping center, complete with store buildings, paved parking areas, public utilities, storm drainage facilities, interior and exterior lighting, and those other items common and necessary to commercial retail shopping center developments; and

WHEREAS, the Parkview Mall land, which is hereinafter referred to as the Center, is generally of a higher elevation than the Fish and Crouch lands, hereinafter referred to as the Homesites, and the Center lands were, prior to their acquisition by Parkview Mall, naturally higher in elevation than the Homesites; and

WHEREAS, because of the differential in elevation, and because of the natural topographical configuration of the Center lands, natural waters flowing across and from the Center lands drained across the Homesites; and

WHEREAS, subsequent to the development of the center by Parkview Mall, a dispute arose between the parties of the first part and the party of the second part and others with regard to the flow of surface water from the Center lands to the Homesites, which dispute is reflected by the pleadings and court record of two civil actions filed in the Superior Court of Forsyth County, to wit: "J. Max Fish et ux v. RCS, Inc. et al," 71 CVS 5960; and "J. K. Crouch et ux v. RCS, Inc.," 71 CVS 5961; and

WHEREAS, the aforementioned dispute and civil actions have been amicably settled among the several parties to said actions; and

WHEREAS, it is the mutual desire of the parties hereto to establish as a matter of record the relative rights of the parties as to the disposition of waters flowing from the lands of the party of the second part onto the lands of the parties of the first part;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, and of diverse other considerations, the parties of the first part do hereby acknowledge that their lands as

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heretofore described, being lower in elevation than the Center land, are legally burdened with and obligated by law to accept the flow of water from the Center land according to its natural flow as it now exists and as it may naturally flow in the future; and further, the parties of the first part do hereby give, grant and convey unto the party of the second part a continuing, perpetual easement to discharge upon the lands of the parties of the first part all waters, subsurface or surface, flowing from, upon or within the lands of Parkview Mall, a joint venture, the party of the second part herein, which lie contiguous to the lands of the parties of the first part herein and comprise the site of Parkview Shopping Center, (the Center lands). This easement shall be perpetual, shall be appurtenant to the land of the party of the second part, Parkview Mall, a joint venture, and shall run with said land, the dominant tenement being the parcel of land constituting the Parkview Mall site, the servient tenement being the homesites above specifically referred to, and the burden of this easement shall run with the lands of the grantors.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, on the day and year first above mentioned.

PARTIES OF THE FIRST PART:

J. Max Fish (SEAL)
J. MAX FISH

Doris C. Fish (SEAL)
DORIS C. FISH

John K. Crouch (SEAL)
JOHN K. CROUCH

Lena W. Crouch (SEAL)
LENA W. CROUCH

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STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

I, Helen H. Barnes, a Notary Public of Forsyth
County, North Carolina, do hereby certify that J. MAX FISH and wife,
DORIS C. FISH, and JOHN K. CROUCH and wife, LENA W. CROUCH, grantors, each
personally appeared before me this day and acknowledged the execution of
the foregoing water discharge easement.

Witness my hand and notarial seal this the 27th day of July,
1973.

My commission expires:

Helen H. Barnes
Notary Public

June 6, 1976

STATE OF NORTH CAROLINA)
COUNTY OF FORSYTH)

The foregoing certificate of Helen H. Barnes, N.P., Forsyth Co. N.C.
is certified to be correct. This the 1 day of August, 1973.

EUNICE AYERS, Register of Deeds

By Nancy Stollar
Deputy-Assistant

Probate fee 50¢ paid.

Filing fee \$ _____ paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

AUG 1 10 49 AM '73

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY. N.C.

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