

Drafted by: Henry Shore
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P.O. Box 936 Yadkinville, NC 27055-0936
NORTH CAROLINA)
FORSYTH COUNTY)

RK1699 P0276

116

THIS GRANT OF EASEMENT, made this 2nd day of May
19 90, by J & F Partners, a North Carolina general partnership

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, 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 of right-of-way across the property of the Grantors for the operation, repair, maintenance, replacement and/or removal by the Grantee, its successors, agents or assigns, of a water line, said property of the Grantors being situated in Township, Forsyth County, North Carolina, and the easement or right-of-way hereby conveyed being described as follows:

(A-04548.WCL) Being 20 feet in width lying 10 feet on both sides of, perpendicular to and radially from that centerline which is more particularly described as follows:

COMMENCING at an iron pipe in the southern right-of-way line of Lansing Drive (SR 2278), said iron being the northwestern corner of that 8.082-acre tract as shown on that plat of Forsyth Villa in Plat Book 33 at page 147, and runs thence with the southern right-of-way line of Lansing Drive south 89 deg. 20 min. 20 sec. east 273 feet to a point, the BEGINNING of the within easement centerline; thence new lines the following eleven (11) calls: (1) south 01 deg. 00 min. 25 sec. west 5.54 feet to a point, (2) south 85 deg. 15 min. 00 sec. west 58.89 feet to a point, (3) south 40 deg. 21 min. 26 sec. west 48.21 feet to a point, (4) south 19 deg. 54 min. 52 sec. west 49.12 feet to a point, (5) south 02 deg. 31 min. 39 sec. west 31.68 feet to a point, (6) south 12 deg. 51 min. 52 sec. east 37.11 feet to a point, (7) south 40 deg. 14 min. 29 sec. east 51.47 feet to a point, (8) south 56 deg. 23 min. 44 sec. east 50.21 feet to a point, (9) south 62 deg. 17 min. 33 sec. east 39.92 feet to a point, (10) south 52 deg. 19 min. 49 sec. east 54.81 feet to a point, and (11) south 47 deg. 19 min. 00 sec. east 44.88 feet to a valve.

NO TAXABLE CONSIDERATION

The above-described line being the description of a permanent twenty-foot water line easement, as shown on the attached map, prepared by Kenneth L. Foster, their Map No. 7301-90A, dated March 20, 1990 and entitled, "Forsyth Villa Water Line Easement".

This easement description also being part of a utility project, commonly known as "Forsyth Villa", City Project No. 10339.

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 easements and the right from time to time to cut all trees, undergrowth and other obstructions in the easements that, in the opinion of the Grantee, its successors or assigns, may injure, endanger or interfere with the operation, repair, maintenance, replacement and/or removal of said water lines. The permanent easement of 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 Grantors covenant that they are seized of the aforesaid premises in fee and have the right to convey the easements or right-of-way hereby granted; that same are free from encumbrances; and that they will warrant and defend said title to said easements or right-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 said water 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 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 operation, repair, maintenance, replacements and/or removal of said water lines. No trees 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, their 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.

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 water lines or by the repair, maintenance, or replacement of said water lines by the Grantee, its agents or employees; provided, however, that the mere existence of said water 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 or 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 hereinabove recited.

Said water 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 Grantors have hereunto set their hands and seals.

J & F Partners, a North Carolina general partnership

by: Faiger Blackwell (SEAL)
Faiger Blackwell, general partner

by: Jerry R. Chapman (SEAL)
Jerry R. Chapman, general partner

PARTNERSHIP ACKNOWLEDGEMENT

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STATE OF NORTH CAROLINA

COUNTY OF Alamance

On this 14th day of August, 1990, personally came before me, Dorothy Corbett, a Notary Public of the County of Caswell, State of North Carolina, Faiger Blackwell, who, being by me duly sworn says that he is a general partner of J & F Partners, a North Carolina general partnership, and that the foregoing instrument was duly executed by him for and on behalf of said partnership, and said Faiger Blackwell, acknowledged said instrument to be the act and deed of said partnership.

Witness my hand and official seal.

Dorothy Corbett
Notary Public

My Commission Expires: March 1993

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA

COUNTY OF Yadkin

On this 2nd day of May, 1990, personally came before me, Dawn A. Disher, a Notary Public of the County of Yadkin, State of North Carolina, Jerry R. Chapman, who, being by me duly sworn says that he is a general partner of J & F Partners, a North Carolina general partnership, and that the foregoing instrument was duly executed by him for and on behalf of said partnership, and said Jerry R. Chapman, acknowledged said instrument to be the act and deed of said partnership.

Witness my hand and official seal.

Dawn A. Disher
Notary Public

My Commission Expires: Nov. 30, 1993



NORTH CAROLINA
FORSYTH COUNTY

The foregoing (or annexed) certificate(s) of Dorothy Corbett N.P. Caswell of N.C. Dawn A. Disher N.P. Yadkin (are) certified to be correct.
This the 17 day of Aug, 1990.

L. E. SPEAS, Register of Deeds, Forsyth County

By: Jessie Holden
Assistant/Deputy

Probate fee \$ _____ paid.

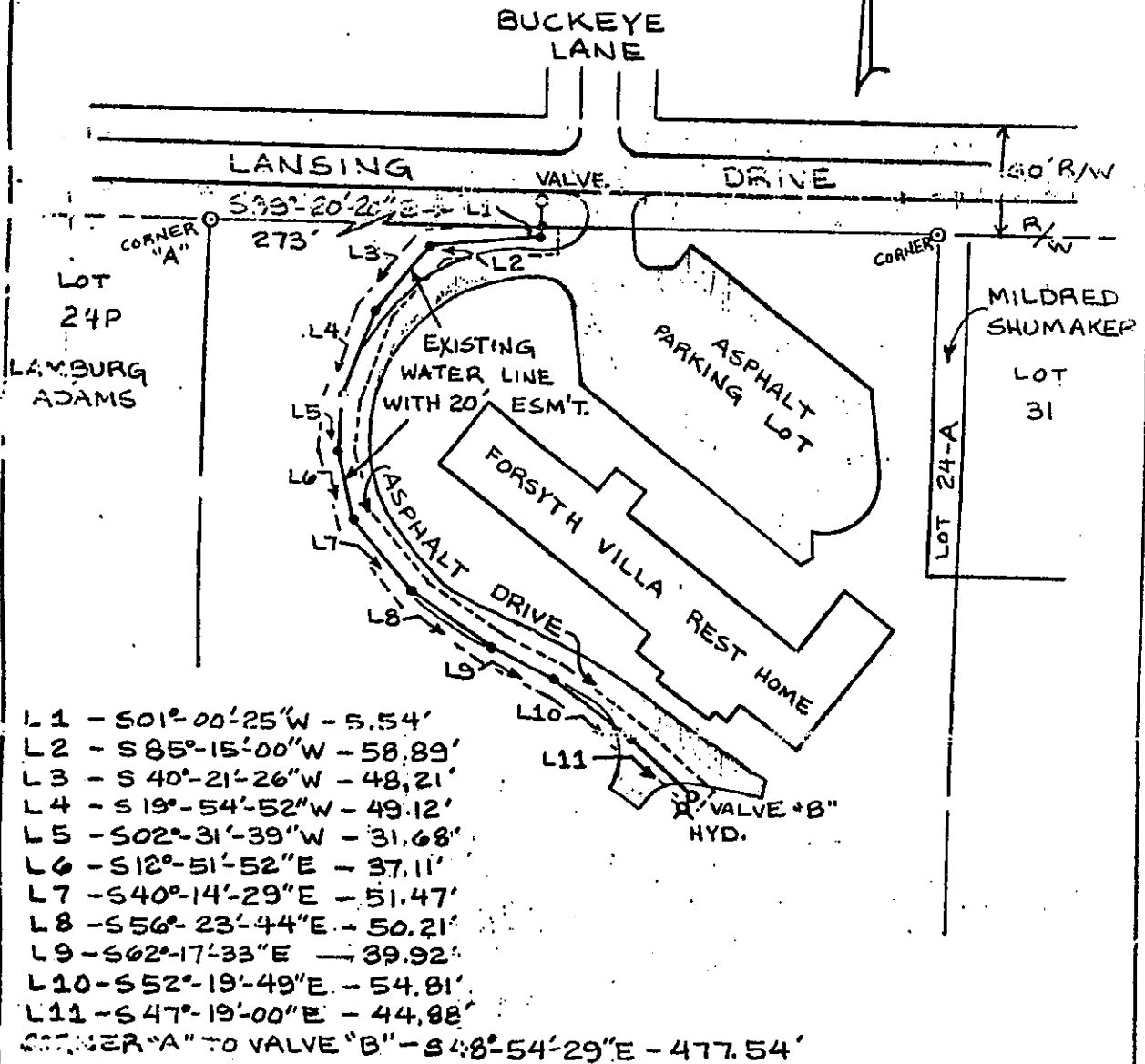
PRESENTED FOR
REGISTRATION
AND RECORDED

AUG 17 4 19 PM '90

L. E. SPEAS
REGISTER OF DEEDS
FORSYTH COUNTY NC

#12.000000

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"I, KENNETH L. FOSTER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION ON MARCH 20, 1992. I FURTHER CERTIFY THAT ACCORDING TO SAID FIELD SURVEY, THE PROPERTY LINES AND LOCATION OF ALL STRUCTURES ARE ACCURATELY SHOWN HEREON."

Kenneth L. Foster



REVISIONS

PROPERTY OF

FORSYTH VILLA

- WATER LINE EASEMENT -

GUPTON-FOSTER ASSOCIATES P.A.
ENGINEERS - PLANNERS - SURVEYORS
WINSTON-SALEM, NORTH CAROLINA



MAP OF: FORSYTH VILLA

LOT NO: SECTION:

PLAT BK: PAGE: REEF BK: PAGE:

TAX MAP LOT: 24K & L TAX BLOCK: 3230

FORSYTH COUNTY, NORTH CAROLINA

SCALE: 1" = 80' JOB NO: 7301-90A

DLD