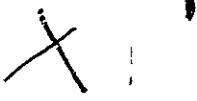




DRAFTED BY *JW*
Jim Anagnost
 P.O. Box 11846
 W-1, R.L. 27116



NORTH CAROLINA)
)
 FORSYTH COUNTY)

85

THIS GRANT OF EASEMENT, made this 21st day of February, 1989,
 by K&M Contractors, Inc. and Ramey, Inc.

both North Carolina Corporations
 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 or 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 and/or sanitary sewer line, said property of the Grantors being situated
 in Broadway Township, Forsyth County, North Carolina, and the easement
 or right-of-way hereby conveyed being described as follows:

BEGINNING at a point, said point being located in the center of manhole
 number 7 as shown on an approved water and sanitary sewer plan of Beeson
 Engineering for Farrington Point Drive Outfall of the South Point
 Industrial Park dated November, 1985, Rev. November, 1986, Rev. 1-28-87,
 said beginning point being located approximately 10 feet off the paved
 cul-de-sac at the end of Farrington Point Drive as it currently exists;
 running thence South 29° 29' 30" east 192.07 feet to the center of a
 manhole, manhole #6 on the Beeson Plan; said described line being the
 centerline of a 20 foot wide easement for sanitary sewer between manholes
 # 7 and # 6; said easement being across property owned by K&M
 Contractors, Inc. in South Point Industrial Park, Book 1659, Page 3408,
 Forsyth County Registry and said property is also known as tax lots 22J,
 402F, 21E and 22G, tax block 2597, on the City-County Tax Collector's
 Maps as presently constituted.

The above described line being the description of a permanent 20 foot water
 and/or sanitary sewer easement, as shown on Map 2 of 2, dated November,
19 85, entitled "Farrington Point Drive Outfall"
 prepared by Beeson Engineering and on file in
 the office of the Department of Public Works, City Hall, Winston-Salem, North
 Carolina, to which reference is hereby made.

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 and/or sanitary sewer lines. The
 permanent 20 foot 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.

JW
GIFT DEED

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 of other vegetation within the boundaries of said easements or rights-of-way in connection with said water and/or sanitary 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 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 and/or sanitary sewer 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 and/or sanitary sewer lines or by the repair, maintenance, or replacement of said water and/or sanitary sewer lines by the Grantee, its agents or employees; provided, however, that the mere existence of said water and/or sanitary 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 water and/or sanitary 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 Grantors have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be hereunto affixed by authority of their Board of Directors, the day and year first above written

✓ K&M Contractors, Inc.

Ramey, Inc.

By: *Cynthia B. Kimmer*

President

By: *C. L. Ramey*

President

ATTEST:

Cynthia B. Kimmer Secretary
(Corporate Seal)

ATTEST:

Diana Ramey Secretary
(Corporate Seal)

STATE OF NORTH CAROLINA - Forsyth County

I, *JAMES W. ARMENTROUT*, a Notary Public of the County and state aforesaid, certify that *Cynthia B. Kimmer*, personally appeared before me this day and acknowledged that she is _____ Secretary of *K & M CONTRACTORS, INC.* a North Carolina corporation, and that by authority duly given as an act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by *her* as its _____ Secretary.

Witness my hand and official stamp or seal, the *2nd* day of *February*, 19*89*.
My Commission Expires *MARCH 25*, 19*92* *J. W. Art* Notary Public

STATE OF NORTH CAROLINA - FORSYTH COUNTY

I, *JAMES W. ARMENTROUT*, a Notary Public of the County and state aforesaid, certify that *DIAN RAMEY*, personally appeared before me this day and acknowledged that she is _____ Secretary of *RAMEY, INC.* a North Carolina corporation, and that by authority duly given as an act of the corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal and attested by *her* as its _____ Secretary.

Witness my hand and official stamp or seal, the *2nd* day of *February*, 19*89*.
My Commission Expires *MARCH 25*, 19*92* *J. W. Art* Notary Public

STATE OF NORTH CAROLINA - Forsyth County

The foregoing (or annexed) certificate *5* of *James W. ArmentROUT N.P.*
(Here give name and official title of the officer signing the certificate passed upon)

(are) certified to be correct. This the *27th* day of *Feb*, 19*89*

FEB 27 2 45 PM '89 E. Speas, Register of Deeds
By: *Jessie Gadden* Deputy-~~Register~~

Probate and Filing Fee \$ *10.00*

L.E. SPEAS
REGISTER OF DEEDS
FORSYTH COUNTY, N.C.

BOOK 1661 P 2845