PRESENTED FOR REGISTRATION AND RECORDED
'91 AUG 13 A10:30
L.E. SPEAS
REGISTER OF DEEDS
FORSYTH CO. N.C.
$14.00 Paid
2B
City Box

NORTH CAROLINA)
)
FORSYTH COUNTY)

CONTRACT OF CONVEYANCE AND FINAL SETTLEMENT

THIS CONTRACT OF CONVEYANCE, made and entered into this 9th day of August, 1991, between J & F PARTNERS, a North Carolina General Partnership, hereinafter called the "Applicant"; and the CITY OF WINSTON-SALEM, acting through the City/County Utility Commission, hereinafter called the "City";

W I T N E S S E T H:

WHEREAS, the Applicant has installed certain water system improvements to serve FORSYTH VILLA, as recorded in Plat Book 33, Page 147, in the Forsyth County Registry, and as shown on map and detailed development plans entitled, "LANSING DRIVE - WATER LINE EXTENSION (FORSYTH VILLA)," prepared by Gupton-Foster Associates, dated January 12, 1990, a reproducible copy of said plans being on file in the Department of Public Works of the City of Winston-Salem, and the said improvements having been connected with the water system of the City of Winston-Salem with the understanding that all of said improvements would thereupon become and thenceforth be the property of the City of Winston-Salem and that Applicant would be entitled to refunds in accordance with the provisions of the City/County Utility Commission policies; and

WHEREAS, said water extension is located within the zoning jurisdiction of the City of Winston- Salem and serves the following:

8" D.I. Pipe - LANSING DRIVE (Public Street - SR 2278) - BEGINNING at a point, a preexisting eight-inch (8") plug situated in front of Lot No. 14, Tax Block 3289, and Lot No. 24K, Tax Block 3230 (Applicant's property) of the Forsyth County Tax Records, as now constituted; thence from point of beginning in an eastwardly direction 214.6 feet to a point, an eight-inch (8") plug situated in front of Lot No. 15, Tax Block 3289, and Lot No. 24L, Tax Block 3230 (Applicant's property).

6" D.I. Pipe - BEGINNING at a point, a six-inch (6") tee situated on the south side and within the right-of-way margin of Lansing Drive, the said six-inch (6") tee being also situated at the intersection of Buckeye Lane with Lansing Drive; thence from point of beginning in a southwestwardly, southwardly and southeastwardly direction across Lot Nos. 24J, 24K and 24L, Tax Block 3230 (Applicant's property), a distance of 484.3 feet to a point, a six-inch (6") plug situated at an existing fire hydrant.

WHEREAS, the Applicant represents and warrants to the City that it is the owner of all of the property abutting or having frontage along said water extension, except the following: Lot No. 15, Tax Block 3289.

NOW, THEREFORE, in consideration of the premises, this Contract of Conveyance and Final Settlement is entered into as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, the Applicant has bargained and sold and by these presents does bargain and sell unto the City, its successors and assigns, all of those certain improvements aforedescribed and incorporated herein by reference, together with all appurtenances which are made a part of or connected with said improvements. Applicant further hereby conveys and assigns unto the City, its

This instrument drawn by: Ronald B Clubb
City Attorney

BK1722 P0855

successors and assigns, all right, title and interest which the Applicant has in easements or rights-of-way with respect to the land in and upon which such improvements are located, including specifically the easement rights for maintenance of said improvements.

TO HAVE AND HOLD the aforesaid improvements, easements and rights-of-way and all facilities and appurtenances thereunto belonging, to the City of Winston-Salem, its successors and assigns, forever; and the Applicant covenants that the title to said water and sewer improvements, easements and rights-of-way thereto conveyed by this instrument are free and clear of any liens and encumbrances, and that the Applicant will warrant and defend said title against the claims of any persons whomsoever; the Applicant further covenants and warrants that all of said improvements are constructed within the rights-of-way of public streets which the City has the right to use for the operation, maintenance, repair and replacement of said improvements, or that said improvements are constructed within permanent rights-of-way owned by the Applicant and transferred herewith to the City, its successors and assigns, as recorded in Book 1699, Pages 0276-0279, in the Office of the Register of Deeds of Forsyth County, NC.

Further, in conformity with the policies and provisions of the City/County Utility Commission, the parties hereto contract and agree as follows:

1. The City warrants that said water improvements have been inspected by the Department of Public Works of the City of Winston-Salem and have been found to meet all City specifications applicable thereto as of March 14, 1990. The Applicant agrees that a warranty exists for water improvements from the Contractor, P & H Construction Company, to the City for a one-year period from the date in this Paragraph.

2. The Applicant warrants that the total cost of the water extension was $13,104.00.

3. Any investment on the part of the Applicant will not give Applicant any claim or ownership in the extension nor will it give Applicant the right to charge others for connecting to the extensions toward which it has contributed.

4. Except as hereinabove specifically provided, this instrument shall be subject to and shall be construed in accordance with the applicable provisions of the City/County Utility Commission policies relating to the construction of water improvements to serve an applicant's subdivision inside the zoning jurisdiction of the City of Winston-Salem.

5. Nothing herein shall be construed inconsistent with that Preliminary Agreement between the parties dated March 15, 1990. In the event of any conflict this Contract of Conveyance shall control.

6. The City will refund to the Applicant, upon written request, at the end of one (1) year from completion of the improvements, the capital charges collected at the prevailing rate for water connections to those portions of the improvements abutting the property of persons other than the Applicant at the time of construction of the improvements. At the end of the second year, and after every successive year including the fifteenth year after said date, the City will make such refunds, upon written request, on the same basis. These refunds will not exceed $1,560.00 for water connections, such cost representing the actual cost, without interest, of those portions of equivalent six-inch (6") water main that do <u>not</u> abut the Applicant's property or subdivision.

7. The City will refund to the Applicant immediately, upon execution of this Contract of Conveyance and Final Settlement, the sum of $450.00, representing the difference between the cost of constructing a six-inch (6") water main and the actual cost of constructing the eight-inch (8") water main for that portion of the project where this size was installed as shown on the aforesaid plans and specifications.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed by the parties below; and the City/County Utility Commission has approved this instrument and caused the same to be executed in the name of the City of Winston-Salem by the City Manager, and attested by the City Secretary, all as of the day and year first above written.

BK1722 PG857

J & F PARTNERS

By: _____
Jerry Chapman
General Partner

By: _____
Faiger Blackwell
General Partner

CITY OF WINSTON-SALEM

By: _____
Assistant City Manager/
Public Works

BOARD OF ALDERMEN OF THE CITY OF WINSTON-SALEM NORTH CAROLINA

ATTEST:

_____
City Secretary

Approved as to form and legality this
7 day of August, 19 91.

_____
City Attorney

NORTH CAROLINA - Forsyth County

I, Viel Levan Banks Sr a Notary Public of Forsyth County, North Carolina, do hereby certify that Jerry Chapman General Partner of J+F Partners personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24 day of June, 1991.

Viel Levan Banks Sr
Notary Public

My Commission Expires: 5-17-93

NORTH CAROLINA - Forsyth County

I, Viel Levan Banks Sr, a Notary Public of Forsyth County, North Carolina, do hereby certify that Faiger Blackwell, General Partner of J+F Partners personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 24 day of June, 1991.

Viel Levan Banks Sr
Notary Public

My Commission Expires: 5/1/93

NORTH CAROLINA - Forsyth County

I, Betty H. Alexander, a Notary Public of Forsyth County, North Carolina, do hereby certify that Marie M. Matthews personally appeared before me this day and acknowledged that she is the City Secretary of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the said municipal corporation, the foregoing instrument was signed in its name by its Assistant City Manager/Public Works, sealed with its Corporate Seal, and attested by her as its City Secretary.

WITNESS my hand and notarial seal, this the 8 day of August, 1991.

OFFICIAL SEAL
Notary Public, North Carolina
COUNTY OF FORSYTH
BETTY H. ALEXANDER
My Commission Expires April 9, 1996.

Betty H. Alexander
Notary Public

My Commission Expires: April 9, 1996

NORTH CAROLINA - Forsyth County

The foregoing certificate(s) of Viel Levan Banks Sr., and Betty H. Alexander, Notaries Public Forsyth Co. NC ~~is~~ (are) certified to be correct. This the 13 day of August, 1991.

L. E. SPEAS, Register of Deeds

By: Karen Pierce
Deputy/~~Assistant~~

Probate Fee $_____ paid.

BK1722 P0859

FORSYTH VILLA

CITY PROJECT NO. 10339

LANSING DRIVE (S.R. 2278) - FINAL COST OF EIGHT-INCH (8") AND SIX-INCH (6") WATER MAIN EXTENSION SERVING LOT NOS. 24J, 24K AND 24L, TAX BLOCK 3230

8" D.I. Main	200	LF	@	$ 12.00	$ 2,400.00
6" D.I. Main	517	LF	@	$ 10.50	5,428.50
6" Gate Valve & Box	3	EA	@	$350.00	1,050.00
Fire Hydrant	2	EA	@	$800.00	1,600.00
6" x 6" x 6" Tee	1	EA	@	$175.00	175.00
8" x 8" x 6" Tee	2	EA	@	$250.00	500.00
90° Bend	1	EA	@	$150.00	150.00
6" Plug	1	EA	@	$ 75.00	75.00
8" Plug	1	EA	@	$ 75.00	75.00
Pavement Repair	25	SY	@	$ 18.00	450.00
Reseeding		LS			200.00
4 Bends & Rods, Eye Bolts		LS			1,000.00
					$13,103.50

ROUNDED TO $13,104.00

Minus Cost of Equivalent Six-Inch (6") Main 12,653.50

Difference in Cost Between 8" and 6" D.I. Mains $ 450.00

Cost of Equivalent Six-Inch (6") Main

6" D.I. Main	717	LF	@	$ 10.50	$ 7,528.50
6" Gate Valve & Box	3	EA	@	$350.00	1,050.00
Fire Hydrant	2	EA	@	$800.00	1,600.00
6" x 6" x 6" Tee	3	EA	@	$175.00	525.00
90° Bend	1	EA	@	$150.00	150.00
6" Plug	2	EA	@	$ 75.00	150.00
Pavement Repair	25	SY	@	$ 18.00	450.00
Reseeding		LS			200.00
4 Bends & Rods, Eye Bolts		LS			1,000.00
					$12,653.50

ROUNDED TO $12,654.00