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

 PRESENTED & RECORDED
 06-30-2023 04:51:20 PM

 LYNNE JOHNSON
 REGISTER OF DEEDS
 BY: CARLA B FLEMING, DPTY

BK: RE 3761
PG: 3780-3782

Drafted by: Mallory M. Oates (Box 106)

NORTH CAROLINA)

GRANT OF EASEMENT

FORSYTH COUNTY)

THIS GRANT OF EASEMENT, made this 30th day of June, 2022, by ANDRES FERNANDO GONZALES YAC (*unmarried*) of Forsyth County, North Carolina, party of the first part, hereinafter called the Grantor, to 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 Grantor, in consideration of the sum of Ten Dollars (\$10.00) to be paid by the Grantee, receipt of which is hereby acknowledged, has bargained and sold, and, by these presents, does bargain, sell, and convey unto the Grantee and its successors and assigns, easements across the property of the Grantor for the construction, operation, maintenance, inspection, repair, rehabilitation, replacement, re-construction, expansion, extension, relocation, and/or removal by the Grantee and its successors and assigns, of a sanitary sewer line, said property of the Grantor being situated in Winston Township, Forsyth County, North Carolina, and the easements hereby conveyed being described as follows:

Being all of that certain 11,495 square foot permanent sanitary sewer easement, said easement being as shown on Sheet 15 of 15 on Map P-844, dated November 4, 2022 or as may have been subsequently revised, entitled Sprague Neighborhood Sewer Rehabilitation Project No. 716184 prepared by the Engineering Division of the City of Winston-Salem 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 permanent sanitary sewer easement crosses Tax Parcel Identification Number 6844-22-3921.000 as presently shown on the Forsyth County Tax Maps.

TO HAVE AND TO HOLD the aforesaid easements 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 or its successors or assigns, may injure, endanger, or interfere with the construction, operation, maintenance, inspection, repair, rehabilitation, replacement, re-construction, expansion, extension, relocation, and/or removal of said sewer line. Any temporary construction easement conveyed by this instrument will continue until the completion of Project No. 716184, at which time the temporary construction easement will terminate.

The Grantor covenants that it is seized of the aforesaid premises in fee and has the right to convey the easements hereby granted, that same are free from encumbrances, and that it will warrant and defend said title to said easements against the claims of all persons, whomsoever and whatsoever.

The Grantor agrees 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 in connection with the survey for and/or construction of said sewer lines, and the Grantor agrees, for itself, its heirs, successors, 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, its heirs, successors, 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 or its successors and assigns. By way of example, the Grantor, its heirs, successors, and assigns, may cultivate the soil within the boundaries of said easements, provided such cultivation shall not interfere with the construction, operation, maintenance, inspection, repair, rehabilitation, replacement, re-construction, expansion, extension, relocation, and/or removal of said sewer lines. In further limitation of the right of the Grantor, its heirs, successors, and assigns, to use the property within the boundaries of said easements, it is agreed that the Grantor, its heirs, successors, and assigns, shall not, within the boundaries of said easements, (1) plant or cultivate any trees or vineyards, (2) erect any buildings or permanent, non-movable structures, (3) cause or allow water to pond, 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, its heirs, successors, or assigns, for any damage to their growing crops, within or without the boundaries of the said easements, 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; provided, however, that the mere existence of said sewer lines and any effects that their presence and ordinary operation may have upon the property, soil, and/or crops within or without the boundaries of the easements, or any effects that the repair, maintenance, or replacement of the lines may have upon the property or soil, within or without the boundaries of the easements, shall not entitle the Grantor, its heirs, successors, and assigns, to any damages. Furthermore, the Grantor, its heirs, successors, and assigns, shall not be entitled to any damages for trees hereafter cut by the Grantee or its agents or employees, within the boundaries of said easements. Compensation for all the above is included in the consideration hereinbefore 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.

Andrés Fernando Gonzales Yac
ANDRÉS FERNANDO GONZALES YAC (UNMARRIED)

STATE OF NORTH CAROLINA - COUNTY OF

Forsyth

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: *Andres Fernando Gonzales Yac (unmarried)*

Date:

6/30/2023*(Official Seal)*

TERI K WILCOX
NOTARY PUBLIC
FORSYTH COUNTY, NC

Teri K Wilcox

Official Signature of Notary

Teri K Wilcox

Notary's printed or typed name

My commission expires: 9-12-2027