

The Grantors agree 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 or rights-of-way in connection with said water line; 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 Grantors, their heirs 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. By way of example, the Grantors may cultivate the soil within the boundaries of said easement, provided such cultivation shall not interfere with the repair, maintenance, replacement, or removal of said water line. In further limitation of the right of the Grantors to use the property within the boundaries of said easements, it is agreed that Grantor and their heirs and assigns shall not, within the boundaries of said easement, (1) plant or cultivate any trees or vineyards, (2) erect any buildings or permanent, non-movable structures, (3) cause or allow water to be ponded, or (4) place any fill thereon without the Grantee's prior written permission.

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 line or by the repair, maintenance or replacement of said water line by the Grantee, its agents or employees; provided, however, that the mere existence of said water line and any effects that its 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 line 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 line shall at all times be deemed personalty; it shall not become a part of the realty through or across which it passes.

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 parties of the first part have hereunto set their hands and seals.

_____ (SEAL)

_____ (SEAL)

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STATE OF NORTH CAROLINA - Forsyth County

I, _____, a Notary Public of Forsyth County, North Carolina, do hereby certify that

_____ grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal or stamp, this the _____ day of _____, 20_____.

My Commission Expires: _____

_____, Notary Public

Notary Seal/ Stamp

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STATE OF NORTH CAROLINA - Forsyth County

I, _____, a Notary Public of Forsyth County, North Carolina, do hereby certify that _____ grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and notarial seal or stamp, this the _____ day of _____, 20_____.

My Commission Expires: _____

_____, Notary Public

Notary Seal/Stamp

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STATE OF NORTH CAROLINA - Forsyth County

The foregoing certificate(s) of _____

is (are) certified to be correct.

This the _____ day of _____ 20_____.

C. Norman Holleman, Register of Deeds

By: _____
Assistant/Deputy

Probate fee \$_____ paid.