

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

Said water/sewer lines shall at all times be deemed personalty; they 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 Grantors 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: _____, 20____

_____, 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: _____, 20____

_____, Notary Public Notary Seal/ Stamp

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.