

NORTH CAROLINA )  
 )  
 FORSYTH COUNTY )

THIS GRANT OF EASEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ 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;

WITNESSETH:

That the Grantors, in consideration of One Dollar (\$1.00) and other valuable consideration to them paid by the Grantee, the 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 agents, successors or assigns, of a water/sewer line, said property of the Grantors being situated in \_\_\_\_ Township, Forsyth County, North Carolina, and the easement or right-of-way hereby conveyed being described as follows:

The above-described being the description of a permanent \_\_\_\_\_ foot water/sewer easement as shown on attached map, prepared by \_\_\_\_\_, their map no. \_\_\_\_\_, dated \_\_\_\_\_, entitled “\_\_\_\_\_”. This easement description also being part of a utility project, commonly known as “\_\_\_\_\_”, City project number \_\_\_\_\_.

TO HAVE AND TO HOLD the aforesaid easement or right-of-way and all privileges and appurtenances there unto 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 easement 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/sewer line

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 the 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 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 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/sewer 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/sewer line or by the repair, maintenance or replacement of said water/sewer line by the Grantee, its agents or employees; provided, however, that the mere existence of said water/sewer 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/sewer 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 \_\_\_\_\_, 19\_\_\_\_.

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 \_\_\_\_\_, 19\_\_\_\_.

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 \_\_\_\_\_ 19\_\_\_\_.

C. Norman Holleman, Register of Deeds

By: \_\_\_\_\_
Assistant/Deputy

Probate fee \$\_\_\_\_\_ paid.