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2017015199

GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00
STATE OF NC
REAL ESTATE
EXTX \$2.00

Revenue Stamps \$ 2.00

Prepared By and Mail To: *plu*

Elizabeth M. Koonce, Esquire
ROBERSON HAWORTH & REESE, P.L.L.C.
Post Office Box 1550
High Point, North Carolina 27261

STATE OF NORTH CAROLINA
GUILFORD COUNTY

CITY OF ARCHDALE, NC
PROJECT: 16-INCH FORCE MAIN, WEANT ROAD
EASEMENT #22

UTILITY EASEMENT TO THE CITY OF ARCHDALE

THIS EASEMENT AGREEMENT made this the 23rd day of November, 2016, by and between Ruby S. Tuttle, widow, 603 Chesapeake Lane Archdale, NC 27263; and Fonda T. Newby and husband, Michael K. Newby, 5505 Grove Forrest Dr. HP, NC 27263, and Pamela T. Gayer and husband, David B. Gayer, 7 Quarry Lane Glastonbury, Ct. 06033, hereinafter called "Grantor", whether singular or plural, and the City of Archdale, a municipal corporation of Randolph County and Guilford County, North Carolina, hereinafter called "Grantee". 307 BALFOUR DR, ARCHDALE, NC 27263

WHEREAS, the Grantor is the owner of certain real property as described in that Deed recorded in Book 7584, at Page 208, Guilford County Registry; and

WHEREAS, the Grantee has requested that the Grantor grant a temporary construction easement and a permanent easement to the Grantee for the construction, installation, maintenance, repair and replacement of utility lines and pipes, including lines and pipes for water and sewer, across the property of Grantor; and

WHEREAS, the Grantor acknowledges that certain benefits will flow both to the lands of the Grantor and other lands when served by the installation of said utility lines upon or in the vicinity of said property of the Grantor; and

WHEREAS, the Grantor desires to grant the temporary construction easement and the permanent easement as described herein to Grantee upon the terms and conditions set forth herein.

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NOW, THEREFORE, the Grantor, for and in consideration of said benefits and further consideration of \$654.15, and other valuable considerations to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the City of Archdale, its successors and assigns, a permanent easement in perpetuity for the placement, installation, maintenance, repair and replacement of utility lines, including sewer and water lines and pipes, with the right to construct, repair, maintain, inspect, operate, protect, and replace said utility lines and pipes upon, over, across and under that portion of the lands of the Grantor located in Jamestown Township, Guilford County, North Carolina, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof the same as if fully set out herein.

A temporary construction easement is also given, granted and conveyed by Grantor to Grantee as described on **Exhibit A** attached hereto for the purposes hereinabove expressed.

The easements conveyed herein are given and granted together with the right of ingress and egress on, over and across the land of the Grantor for construction, maintenance, repair and replacement of said utility lines and pipes.

The Grantor shall not impound water or construct buildings or other immovable structures upon the permanent easement as described and granted herein, but the Grantor shall retain fee ownership of said land subject to the easement and shall have the right to plant crops and grasses or make other use of said easement area such as will not interfere with or conflict with the use of said permanent easement by the Grantee.

Grantor certifies to Grantee that Grantor is not identified on any list compiled by the North Carolina State Treasurer pursuant to Section 147-86.58 of the Iran Divestment Act of 2015.

The Grantor hereby releases the Grantee, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility lines and pipes across and through the lands of the Grantors.

The terms, covenants and provisions of this permanent and temporary construction easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of all parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement to the City of Archdale and its successors and assigns, so long as said right-of-way and easement are used for the purposes granted herein,

The Grantor warrants that the Grantor owns said land in fee simple, and has the right to convey the easement right-of-way stated herein.

SPECIAL PROVISIONS.

It is understood and agreed that the total consideration set forth above shall be made payable to Ruby S. Tuttle and the Grantors shall have no claim against the Grantee as a result thereof.

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IN WITNESS WHEREOF, the Grantor has hereunto set his/her/their signature and adopted the word (SEAL) as his/her/their legal seal for the purposes hereinabove set forth, as of the day and year first above written.

GRANTOR:

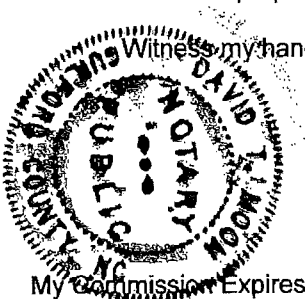
Ruby S. Tuttle (SEAL)
Ruby S. Tuttle

By: Fonda T. Newby (SEAL)
Fonda T. Newby, Attorney in Fact

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, David T. Moon, a Notary Public in and for the County of Guilford, said State, do hereby certify that **Fonda T. Newby, Attorney in Fact for Ruby S. Tuttle** personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and in behalf of **Ruby S. Tuttle**, and that her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the office of the Register of Deeds, Randolph County, North Carolina, on the 8th Day of January, 2014 in Book 2371 Page 702, and that this instrument was executed under and by virtue of the authority given by said instrument granting her power of attorney; that the said **Fonda T. Newby** acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed for and in behalf of the said **Ruby S. Tuttle**.



Witness my hand and notarial seal, this the 29th day of November, 2016.

David T. Moon
Notary Public

David T. Moon
Typed or Printed Name of Notary Public

My Commission Expires:

7-10-2019

[OFFICIAL SEAL]

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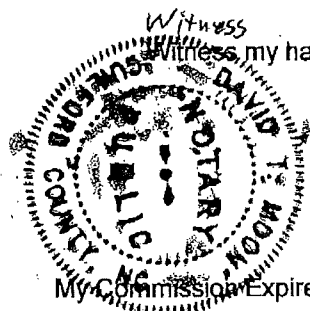
Fonda T. Newby (SEAL)
Fonda T. Newby

Michael K. Newby (SEAL)
Michael K. Newby

STATE OF NORTH CAROLINA

COUNTY OF RANDOLPH

I, David T. Moon, a Notary Public in and for the County of Guilford, said State, do hereby certify that **Fonda T. Newby** and **Michael K. Newby** personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:



David T. Moon
Notary Public

David T. Moon
Typed or Printed Name of Notary Public

My Commission Expires:

7-10-2019

[OFFICIAL SEAL]

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Pamela T. Gayer (SEAL)
Pamela T. Gayer

David B. Gayer (SEAL)
David B. Gayer

STATE OF Connecticut
COUNTY OF Hartford

I, Jeffrey Denz, a Notary Public in and for the County of Hartford, said State, do hereby certify that **Pamela T. Gayer and David B. Gayer** personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Witness my hand and notarial seal, this the 20 day of December, 2016.

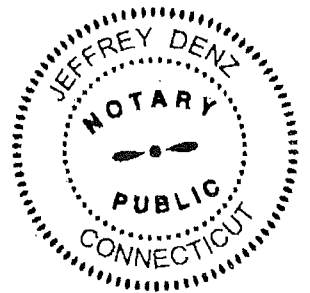
Notary Public

Jeffrey Denz
Typed or Printed Name of Notary Public

My Commission Expires:

07/31/2017

[OFFICIAL SEAL]



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Exhibit A
Permanent Utility Easement No. 22
To

City of Archdale
Guilford County, North Carolina

Grantor: Ruby S. Tuttle, widow, and Fonda T. Newby and husband,
Michael K. Newby, and Pamela T. Gayer and husband, David B.
Gayer

Tax Parcel Id No. 7729302189
Deed Book 7584, Page 208

Being a permanent easement 10.00 feet in width along the property's frontage with the 60-foot right-of-way of Weant Road, the same being the west side of the following described line.

Beginning in the southern line of Lot #2 of plat book 44, page 99 as recorded in the Guilford County Register of Deeds, point also being in the west margin of the Weant Road right of way, 30 feet left of centerline of Weant Road, approximate centerline station 71+59 of Plans entitled "16-inch Force Main, Weant Road" prepared by Jamestown Engineering Group, Inc., Job No. 2015004 for the City of Archdale, NC; thence along a line 30 feet west of the centerline of Weant Road approximately 200 feet, to a point in the north line of said Lot #2, point also being 30 feet left of approximate centerline station 73+59 of said plans; permanent easement containing 2,000 square feet, more or less.

Together with any rights, for easement purposes, of any property within the 60 foot state claimed right of way.

Together with an additional 5-foot wide temporary construction easement along the west side of the 10 foot permanent easement and running from the south line of Lot #2 of plat book 44, page 99 as recorded in the Guilford County Register of Deeds to the north line of said Lot #2, to exist during the period of construction only.