City of Greensboro
Private Drive Maintenance Agreement

This Private Drive Maintenance Agreement ("Agreement") is made and entered into as of the 1st day of March, 2007 between Montibello Owners Association, Inc., a North Carolina non-profit corporation ("ASSOCIATION") and the City of Greensboro, a North Carolina municipal corporation ("CITY").

Whereas, ASSOCIATION is located in the City of Greensboro on property more particularly described In Exhibit A attached hereto and incorporated herein by reference and made a part of this Agreement;

Whereas, ASSOCIATION desires to have the CITY maintain the asphalt pavement structure of its existing private drives more particularly described in Exhibit B attached hereto and incorporated herein by reference and made a part of this Agreement;

Whereas, the CITY is willing to maintain the asphalt pavement structure of the ASSOCIATION'S private drives only to the extent provided for herein;

Whereas, the CITY and ASSOCIATION acknowledge that said drives have no more than 10% on street parking bays or spaces as measured along each drive's centerline length;

Whereas, CITY and ASSOCIATION acknowledge that the asphalt pavement structure of the existing drives were built to public street (pavement thickness) standards applicable at the time of construction or have been brought up to current standards;

Whereas, the CITY and ASSOCIATION acknowledge that the current condition of said drives are satisfactory and in good maintenance condition; and

Whereas, the CITY and ASSOCIATION acknowledge that said private drives have serviceable pavement widths.

Now, Therefore, in consideration of the premises, the covenants, and agreements hereinafter set forth and in furtherance of the parties' understanding, it is agreed as follows:

1. CITY shall, upon approval of the Department of Field Operations, accept the drives listed herein as eligible for asphalt drive maintenance.

2. CITY shall only be responsible for asphalt drive maintenance, from edge of pavement to edge of pavement, to the extent provided for herein. ASSOCIATION agrees to be solely responsible for all other items, including, but not limited to:

(a) **Curb-and-Gutter** - All installation, maintenance, repair and replacement of curb-and-gutters shall be the responsibility of the ASSOCIATION.

(b) **Sidewalks** - All installation, maintenance, repair and replacement of sidewalks shall be the responsibility of the ASSOCIATION.

(c) **Water & Sewer Facilities** – All installation, maintenance, repair, or replacement of any water and sewer facilities shall be the responsibility of the ASSOCIATION.

(d) **Storm Water Infrastructure** - All installation, repair, cleaning, and other maintenance of detention ponds, catch basins, curb inlets, yard inlets, and all other open and closed storm water systems shall be the responsibility of the ASSOCIATION.

(e) **Asphalt Patching of Utility Cuts** - All asphalt repairs to a drive as a result of utility cuts (water, sewer, electrical, phone, etc.) shall be the responsibility of the ASSOCIATION.

(f) **Landscaping & Mowing Maintenance** - All landscaping and mowing maintenance shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall also maintain clear sight distance at all drive intersections within property.

(g) **Asphalt Repairs of Parking Areas** - All asphalt repairs to the areas designated for vehicle parking shall be the responsibility of the ASSOCIATION, except in the event where the adjacent drive is to be resurfaced. In such event, the ASSOCIATION may elect to pay a fee to the CITY equal to the cost of the resurfacing and have the CITY include said paving as part of its contract.

(h) **Street and Traffic Signs** - All installation, maintenance and repair to street and traffic signs shall be the responsibility of the ASSOCIATION.

(i) **Streetlights** - All installation, maintenance and repairs of streetlights shall be the responsibility of the ASSOCIATION.

(j) **Snow and Ice Removal** - all snow and ice removal activities performed of the existing drives shall be the responsibility of the ASSOCIATION.

3. Upon acceptance by CITY, CITY shall notify ASSOCIATION in writing of the need for maintenance or repair of items identified in Section 2 if they are determined to be undermining the condition of the asphalt pavement structure.

The work to be performed under said notice shall be commenced within thirty (30) days of the notification unless CITY determines the work to be an emergency, in which case it shall be commenced immediately. If ASSOCIATION fails to make said repairs in a timely manner, CITY reserves the right to terminate this Agreement immediately upon written notice or to make such repairs and bill ASSOCIATION.

4. To the maximum extent allowed by law, the ASSOCIATION shall defend, indemnify, and hold harmless the CITY from and against all claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements and expenses that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the CITY or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this section, the ASSOCIATION shall at its sole expense defend the CITY with legal counsel reasonably acceptable to the CITY.

5. Both CITY and ASSOCIATION may terminate this agreement at any time by providing thirty (30) days written notice to the other party. If ASSOCIATION decides to terminate this agreement and resume responsibilities for asphalt maintenance, ASSOCIATION shall save and hold CITY harmless for any future pavement damage as a result of other services provided by CITY (i.e. garbage collection, etc).

In witness whereof the parties hereto have executed this Agreement in duplicate originals, with the appropriate corporate seal affixed hereto:

ATTEST:

By: _____
Secretary

Date: 3-6-07

MONTIBELLO OWNERS ASSOCIATION, Inc.

By: _____
President

Date: 3.6.07

SEAL

MONTIBELLO OWNERS ASSOC., INC. EST. NOV. 13, 2003 NC

Attachment A – Montibello site plan
Attachment B – Montibello list of streets

PB 155 PG 115

PICK UP BY REGIONAL LAND SURVEYORS 8542 WEST MARKET STREET, SUITE 100 GREENSBORO, NORTH CAROLINA 27409

Review Officer Certification:
State of North Carolina
County of Guilford

I, JAMES PERSON, Review Officer for City of Greensboro, Guilford County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

James Person 7-14-04
Review Officer Date

Certificate stating no Approval is Required by NCDOT Division of Highways:

This plat does not require a certificate of approval by the Division of Highways as provided in G. S. 136-102.6, subsection (g).

Richard W. Hails 7-14-04
Planning Director Date

Approval for Recordation

Approved by the Planning Department of the City of Greensboro North Carolina on the 14 Day of July 2004 pursuant to the Greensboro Development Ordinance.

Richard W. Hails 7-14-04
Planning Director Date

Jacquelyn F. Cooper 7-14-04
City Clerk Date

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC
THIS ___ DAY OF ___
___ TIME ___
BOOK ___ PAGE ___

PORTRAIT HOMES CONSTRUCTION CO. IN RECORDING THIS PLAT OF MONTIBELLO, HAS DESIGNATED CERTAIN AREAS OF LAND SHOWN HEREON AS "COMMON ELEMENTS" (WHICH CONSISTS OF ALL THE LAND SHOWN EXCEPT NUMBERED LOTS) INTENDED FOR USE OF HOMEOWNERS OF MONTIBELLO, AND FOR RECREATION AND FOR OTHER RELATED ACTIVITIES.

THE "COMMON ELEMENTS" EXPRESSLY IS NOT DEDICATED HEREBY FOR THE USE BY THE GENERAL PUBLIC, BUT IS TO BE CONVEYED BY PORTRAIT HOMES CONSTRUCTION CO. TO MONTIBELLO TOWNHOMES HOMEOWNERS ASSOCIATION, INC. FOR THE USE AND ENJOYMENT OF THE HOMEOWNERS IN MONTIBELLO, AS MORE FULLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO MONTIBELLO TOWNHOMES, DATED: 22-2003 AND RECORDED IN BOOK 5831, PAGE 1856, IN THE GUILFORD COUNTY REGISTRY, AS AMENDED FOR THIS AND FUTURE MAPS, SAID DECLARATION BEING HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

PORTRAIT HOMES CONSTRUCTION CO. BY RECORDATION OF THIS PLAT, HEREBY GIVES, GRANTS AND CONVEYS TO SOUTHERN BELL TELEPHONE & TELEGRAPH CO., DUKE POWER COMPANY, AND PIEDMONT NATURAL GAS COMPANY, CABLEVISION OF GREENSBORO, AND THE CITY OF GREENSBORO, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS RIGHT-OF-WAY AND EASEMENTS TO RETAIN AND SERVICE THEIR RESPECTIVE WIRES, LINES, CONDUITS AND PIPES IN THEIR PRESENT LOCATIONS WITHIN THE "COMMON ELEMENTS" AS SHOWN HEREON TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND UPON SAID "COMMON ELEMENTS" FOR THE PURPOSE OF MAINTAINING, SERVICING SAID LINES, WIRES, CONDUITS, AND PIPES.

PORTRAIT HOMES CONSTRUCTION CO.
Signed
Attest

JULY 16, 2004
12:49 PM

VICINITY MAP
(1"=2000')

PORTRAIT HOMES CONSTRUCTION CO. TAX MAP REF: ACL-03-173-835-72
ZONING: CU-RM-5
DB 5733 PG 755
DB 5736 PG 2182
PB 155 PG 114
AREA
31.057 ACRES +/-

CAMPBELL FARM PHASE ONE - MAP TWO PB 103 PG 42

CAMPBELL FARM ROAD PB 103 PG 42 50 R/W

LAUREL RUN PHASE 2, MAP 1 PB 131 PG 27

LAUREL RUN PHASE 1, MAP 1 PB 124 PG 37

STONEHAVEN MAP 2 PB 137 PG 57

STONEHAVEN MAP 1 PB 137 PG 58

COMMON AREA & W.Q.C.E.

COMMON ELEMENTS

DRAINAGE WAY & OPEN SPACE & UTILITY EASEMENT

NC GRID NAD 83/CORS 96/EPOCH 2002

CONTROL CORNER PB 124 PG 37
NC GRID NAD83/CORS96/EPOCH 2002 COMBINED FACTOR: 0.999954008
REBAR FOUND
N: 874,253.84
E: 1,741,208.76

CONTROL CORNER PB 103 PG 42

JAMES E. MORGAN DB 5473 PG 1109 PB 118 PG 83

IRON PIPE FOUND IS LOCATED 6.29' OFF LINE

RALPH H. MORGAN AND WIFE BARBARA W. MORGAN DB 5558 PG 342

FOUND IRON PIPE IS LOCATED S14°37'42"W 0.76' FROM RECORD CORNER

REUBEN G. HAWKINS AND WIFE MARY SUE HAWKINS DB 1789 PG 381

HORSE PEN CREEK ROAD (WIDTH OF PUBLIC R/W VARIES)

50' PIEDMONT NATURAL GAS EASEMENT DB 1411 PG 83

50' UNDISTURBED BUFFER

25' TREE CONSERVATION AREA

15' POND ACCESS EASEMENT

PERMANENT WET DETENTION POND

DM&UE OVER AND 15' AROUND POND

DRAINAGE

(OUT) CITY LIMITS

(IN) CITY LIMITS

TYPICAL BOUNDARIES FOR BUILDINGS

4E - VILLA SERIES BUILDING NUMBERS 5, 9, 11, 22, 26

40 - VILLA SERIES BUILDING NUMBERS 2, 3, 4, 7, 10, 12, 13, 14, 15, 16, 17, 18, 20

28 - VILLA SERIES BUILDING NUMBERS 1, 6, 8, 19, 21, 23, 24, 25, 27, 29, 30, 31

LEGEND

- IRON PIPE SET
- IRON PIPE FOUND
- REBAR FOUND
- CALCULATED POINT
- (CORS) CONTINUOUSLY OPERATING REFERENCE STATION

DM&UE DRAINAGE MAINTENANCE & UTILITY EASEMENT
R/W RIGHT-OF-WAY
PB PLAT BOOK
PG PAGE
AC. ACRE
SF SQUARE FEET

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.85	S01°55'53"W
L2	27.25	S70°09'08"E
L3	22.32	S59°47'49"E
L4	20.74	S80°34'22"E
L5	50.00	N78°34'00"E
L7	43.99	N57°32'21"E
L8	22.15	N17°47'58"E
L9	28.74	N85°03'54"E
L10	51.38	S13°32'41"W

Surveyor's Certificate:

I, KIM R. ULLY, certify that this plat was drawn under my supervision from an actual survey made under my supervision, from deed description recorded in Book as noted, Page as noted; that the boundaries not surveyed are clearly indicated as drawn from information found in Book as noted, page as noted; that the ratio of precision as calculated is 1: 35,331.44; that the plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and Seal this 7th day of July A.D. 20 04

PURPOSE OF THIS PLAT:
(d). This survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision.

NORTH CAROLINA PROFESSIONAL SEAL L-3612 LAND SURVEYOR KIM R. LILLY

Surveyor
L-3612
License Number

The purpose of this drawing is to depict the boundaries of Montibello. It is not to be used for conveying individual townhouse lots. Plats of sections establishing detailed surveyed lot boundaries are to be recorded prior to conveyances of said individual townhouse lots.

Ownership and Dedication Certification:

The undersigned hereby acknowledge(s) this plat and allotment to be its free act and deed and hereby dedicate(s) to public use as streets, playgrounds, parks, drainageway and open spaces, and easements forever all areas as shown or indicated on said plat, and authorize(s) the City of Greensboro in Guilford county of NC to record this plat in the office of the Register of Deeds of Guilford County, NC

When grade of adjacent property does not conform to the street grade, an easement is in effect for the purpose of sloping embankments from street grade level at the property line having a slope ratio of three feet horizontal for each foot of vertical dimension

PORTRAIT HOMES CONSTRUCTION CO.
Signed
Attest

NOTES:
1. DATES OF SURVEY: 3/14/03 AND 12/01/03
2. AREA CALCULATED BY COORDINATE METHOD.
3. EASEMENTS SHALL BE UTILIZED AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF AND DISCLAIMERS CONTAINED IN SECTION 30-6-13.7 (B) AND (D) OF THE CITY OF GREENSBORO DEVELOPMENT ORDINANCE.
4. MONTIBELLO TOWNHOMES HOMEOWNERS ASSOCIATION, INC. IS RESPONSIBLE FOR MAINTAINING THE COMPLETED PERMANENT WET DETENTION POND AS DIRECTED BY THE GOVERNMENTAL OFFICES HAVING JURISDICTION FOR WATERSHED PROTECTION AND IF THE HOMEOWNERS ASSOCIATION SHOULD BE DISSOLVED OR CEASE TO EXIST, THEN IN THAT EVENT ALL THE OWNERS OF RECORD AT THE TIME OF REQUIRED MAINTENANCE, SHALL BE JOINTLY AND SEVERALLY LIABLE FOR SAID MAINTENANCE AND ALL COSTS ATTENDANT THERETO, AS RECORDED IN DB 5831 PG 1856 AND AMENDED IN DB 6629 PG 629
5. SITE IS NOT LOCATED IN A KNOWN FLOOD PLAIN AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY/AS ILLUSTRATED BY THE FLOOD INSURANCE RATE MAPS/FLOOD HAZARD BOUNDARY MAPS/FIRM PANELS #370111 0040 B, DATED JUNE 4, 1980 AND #370111010 [illegible] NOVEMBER

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

THE NC GRID COORDINATES SHOWN ON THIS DRAWING WERE DERIVED BY STATIC DIFFERENTIAL GPS OBSERVATIONS USING TWO TOPCON LEGACY E RECEIVERS. THE VECTORS WERE ADJUSTED USING THE FIXED STATIONS SHOWN HEREON USING THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS), YIELDING AN OVERALL RMS OF 0.018 M.

STATION	LAT (N)	LONG (W)	ORS 80 HEIGHT	GEOID 99 HT	DATUM
- CONOVER CORS ARP	35° 42' 08.46880"	81° 14' 00.90135"	269.508 M	-32.04 M	NAD 83(2002)
- LILLINGTON CORS ARP	35° 23' 58.64478"	78° 48' 59.41890"	40.089 M	-33.05 M	NAD 83(2002)
- RALEIGH CORS ARP	35° 47' 12.85275"	78° 38' 19.41199"	143.018 M	-32.90 M	NAD 83(2002)

DRAWING OF
MONTIBELLO
3229 HORSE PEN CREEK ROAD
GREENSBORO
MOREHEAD TOWNSHIP
GUILFORD COUNTY
NORTH CAROLINA

OWNER/DEVELOPER:
PORTRAIT HOMES CONSTRUCTION CO.
4411 W. MARKET STREET, SUITE 100
336-855-9969

Regional Land Surveyors, Inc.
8642 WEST MARKET STREET, SUITE 100
GREENSBORO, NORTH CAROLINA 27409
TELEPHONE (336) 665-8155

DRAWN BY: RSC | JOB #: 554.02 | DATE: 6/29/04

8463

BS228

S:\DRESH\PROJ\554\02-MONTIBELLO\dwg\554\02-7-rowcall.dwg 6/10/2004 12:31:37 PM EDT

Attachment B- List of Drives to be Maintained –Montibello

1. Hanberry Drive, from Horse Pen Creek Road to end of drive.....(0.40 miles)
2. Bald Eagle Drive, from Hanberry Drive to end of drive..... (0.06 miles)
3. Golden Eagle Way, From Bald Eagle Drive to end of drive.....(0.03 miles)
4. Belfry Court, from Golden Eagle Way to end of drive.....(0.03 miles)
5. Merlot Way, from end of drive to end of drive.....(0.27 miles)
6. Patrick James Way, from Merlot Way to Giovanni Way.....(0.02 miles)
7. Giovanni Way, from end of drive to Merlot Way.....(0.11 miles)
8. Champagne Drive, from Giovanni Way to Adonica Lane.....(0.12 miles)
9. Adonica Lane, from Champagne Drive to Giovanni Way.....(0.12 miles)
10. Andrew Richard Lane, from Hanberry Drive to Merlot Way.....(0.03 miles)

Total Centerline Length.....(1.19 miles)

CITY OF GREENSBORO
CONTRACT SIGNATURE AUTHORIZATION

Vendor	Contract #	C/O	TrackingNumber
Montibello Owners Association			**15549**
Service, Item or Project Description	Department		
Private Street Maintenance Agreement	**Field Operations**		
	Division		

☑ _____ 3-20-07
Department Head Recommendation/Authorization — Date

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

☑ _____ 3/22/07
Deputy Finance Officer — Date

☑ _____ 3/22/07
Assistant City Attorney: Approved as to form — Date

☑ _____ 3/28/07
Assistant City Manager: Authorized — Date

☐ _____ _____
Mayor: Executed — Date

SEAL

☑ _____ 3-29-07
City Clerk: Attested — Date