



**2011010873**

GUILFORD CO, NC FEE \$40.00

**NO TAXABLE CONSIDERATION**

PRESENTED & RECORDED

02-25-2011 10:42:40 AM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: MARCELLE FOWLER

DEPUTY-GB

**BK: R 7217**

**PG: 2096-2103**

NTC

Grantee Address: City of Greensboro – Property Management  
P.O. Box 3136, Greensboro, NC 27402  
Drawn By: Office of the City Attorney  
P.O. Box 3136, Greensboro, NC 27402

**STATE OF NORTH CAROLINA )**  
**COUNTY OF GUILFORD )**

**DEED OF EASEMENT**  
**and**  
**MAINTENANCE AGREEMENT**

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **Barrington Place Association**, a North Carolina non-profit corporation (hereinafter referred to as “Grantor”) and the **City of Greensboro**, a North Carolina municipal corporation (hereinafter referred to as “Grantee”).

**WITNESSETH :**

That Grantor, in consideration of the mutual promises of the parties and their reliance on such promises, the sum of One Dollar (\$1.00) in hand paid, and other valuable considerations to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has bargained and sold by these presents, does bargain, sell and convey unto the Grantee, its successors and assigns, a surface easement over and across the property of Grantor by the Grantee, its agents, successors and assigns, for the purpose of ingress, egress and regress, said property being situated in Guilford County, North Carolina, as shown on maps entitled: “Barrington Place, Section I, Phase III” as recorded in Plat 97, Page 83 in the Office of the Register of Deeds of Guilford County, NC, “Barrington Place, Section I, Phase VIII” as recorded in Plat Book 111, Page 123 in said Guilford County Registry, “Barrington Place, Section I, Phase VII” as recorded in Plat Book 109, Page 92 in said Guilford County Registry, “Barrington Place, Section I, Phase VI” as recorded in Plat Book 108, Page 34 in said Guilford County Registry, “Barrington Place, Section I, Phase V” as recorded in Plat Book 100, Page 64 in said Guilford County Registry, “Barrington Place, Section 1, Phase IV” as recorded in Plat Book 99, Page 28 in said Guilford County Registry, and “Barrington Place, Section I, Phase I” as recorded in Plat Book 90, Page 130 in said Guilford County Registry, “Barrington Place, Section I, Phase II” and recorded in Plat Book 92, Page 26, in the Office of the Register of Deeds of Guilford County, N.C.

Grantor and Grantee, by acceptance and execution of this Agreement, hereby agree to and are hereby bound by, the following terms and conditions:

1. By virtue of the surface easement herein granted, Grantee shall only be responsible for asphalt street maintenance, from edge of pavement to edge of pavement, to the extent provided for herein. Such streets are further identified in Exhibit A, attached hereto and made a part of this Agreement.

Mail to: City of Greensboro  
401 Patton Ave  
Greensboro, NC 27406  
Attn: Dale Wyrick

2. Grantor 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 and aprons and curb cuts shall be the responsibility of the Grantor.

(b) Shoulders and Ditches - All installation, maintenance, and repair of shoulders and ditches shall be the responsibility of the Grantor.

(c) Sidewalks - All installation, maintenance, repair and replacement of sidewalks shall be the responsibility of the Grantor.

(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 Grantor.

(e) Asphalt Patching of Utility Cuts - All asphalt repairs to a drive and/or street as a result of utility cuts (electrical, phone, cable, etc.) shall be the responsibility of the Grantor.

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

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

(h) Streetlights - All installation, maintenance and repairs of streetlights shall be the responsibility of the Grantor.

(i) Snow and Ice Removal - All snow and ice removal activities performed in and on the existing drives and/or streets shall be the responsibility of the Grantor.

(j) Water & Sewer Facilities - Any and all installation, maintenance, repair, or replacement of any and all water and sewer facilities shall be the responsibility of the Grantor.

3. In the event Grantor fails to timely make any repairs which affect the ability to ingress, egress and regress over the herein granted surface easement, the City shall have the right to perform said repairs with its own forces and to be reimbursed by Grantor for the cost of all such repairs.

4. To the maximum extent allowed by law, Grantor shall defend, indemnify, and hold harmless Grantee 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 Grantee 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 Grantor shall at its sole expense defend the Grantee with legal counsel reasonably acceptable to the Grantee.

TO have and to hold said rights and easements to the City of Greensboro and its successors in title forever; it being agreed that the rights and easements hereby granted are appurtenant to and run with the lands.

THE designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

AND the Grantor further covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that the title is marketable and free and clear of all encumbrances, and that Grantor will defend the title against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused this Deed of Easement and Maintenance Agreement to be signed in its corporate name by its \_\_\_\_\_ President, attested by its \_\_\_\_\_ Secretary and sealed with its common corporate seal, on the day and year first above written.

**BARRINGTON PLACE ASSOCIATION.**

By: Alice Isaacson  
Secretary

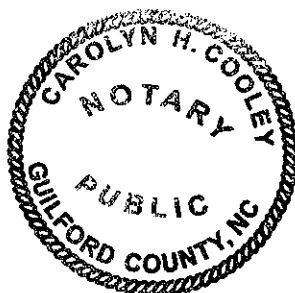
By: [Signature] (SEAL)  
President



NORTH CAROLINA

GUILFORD COUNTY

I certify that ALICE ISAACSON, personally came before me this day and acknowledged that he (she) is \_\_\_\_\_ Secretary of Barrington Place Association, and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal, and attested by himself (herself) as its \_\_\_\_\_ secretary. Witness my hand and notarial seal/ stamp, this 21<sup>ST</sup> day of December, 2010.



Carolyn H. Cooley  
(Notary's signature as name appears on seal)

CAROLYN H. COOLEY  
(Notary's printed name as name appears on seal)

My commission expires: April 30, 2013

(affix notary seal in space above)

IN WITNESS WHEREOF, the Grantee has caused this Deed of Easement and Maintenance Agreement to be signed in its name by its Mayor, to be attested by its City Clerk, and its corporate seal to be hereunto affixed, all on the day and year first above written.

**CITY OF GREENSBORO**

BY William H. Knight (SEAL)  
MAYOR



APPROVED AS TO FORM AND LEGALITY.

[Signature]  
CITY ATTORNEY (Assistant)

NORTH CAROLINA  
GUILFORD COUNTY

I, \_\_\_\_\_, a Notary Public of said County and State, hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that she is \_\_\_\_\_ City Clerk of the City of Greensboro, a municipal corporation and, that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its City Clerk.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Seal)

**Exhibit A**

**List of Streets to be Maintained – Barrington Place**

**1. Barrington Drive, from its brick paved, roundabout beginning at North Elm Street to end of street.....(0.16 miles)**

Barrington Drive, measuring approximately 18.6 feet from edge of pavement to edge of pavement ( lip of gutter to lip of gutter), Barrington Drive being a private drive as shown on the following maps: “Barrington Place, Section I, Phase III” as recorded in Plat 97, Page 83 in the Office of the Register of Deeds of Guilford County, NC, “Barrington Place, Section I, Phase VIII” as recorded in Plat Book 111, Page 123 in said Guilford County Registry, “Barrington Place, Section I, Phase VII” as recorded in Plat Book 109, Page 92 in said Guilford County Registry, “Barrington Place, Section I, Phase VI” as recorded in Plat Book 108, Page 34 in said Guilford County Registry, “Barrington Place, Section I, Phase V” as recorded in Plat Book 100, Page 64 in said Guilford County Registry, “Barrington Place, Section 1, Phase IV” as recorded in Plat Book 99, Page 28 in said Guilford County Registry, and “Barrington Place, Section I, Phase I” as recorded in Plat Book 90, Page 130 in said Guilford County Registry.

**2. Pontesbury Place, from Barrington Drive to End of Street.....(0.04 miles)**

Pontesbury Place, measuring approximately 19 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), Pontesbury Place being a private drive as shown on a map entitled: “Barrington Place, Section I, Phase III” and recorded in Plat Book 97, Page 83 in the Office of the Register of Deeds of Guilford County, N.C.

**3. Stonewater Place, from Barrington Drive to End of Street.....(0.02 miles)**

Stonewater Place measuring approximately 17 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), Stonewater Place being a private drive as shown on The following maps: “Barrington Place, Section I, Phase VII” as Recorded in Plat Book 109, Page 92, in the Office of the Register of Deeds of Guilford County, N.C, and “Barrington Place, Section I, Phase VIII” as recorded in Plat Book 111, Page 123 in said Guilford County Registry.

**4. Sommerton Drive, from its brick paved, roundabout beginning at North Elm Street to end of Street.....(0.14 miles)**

Sommerton Drive, measuring an average width of approximately 21.5 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), Somerton Drive being a private

drive as shown on the following maps: “Barrington Place, Section 1, Phase I” as recorded in Plat Book 90, Page 130, in the Office of the Register of Deeds of Guilford County, N.C., and “Barrington Place, Section 1, Phase II” as recorded in Plat Book 92, Page 26 in said Guilford County Registry.

**5. Sommerton Court, from Sommerton Drive to End of Street.....(0.04 miles)**

Sommerton Court, measuring approximately 17.0 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), Sommerton Court being a private drive as shown on a map entitled, “Barrington Place, Section I, Phase II” and recorded in Plat Book 92, Page 26, in the Office of the Register of Deeds of Guilford County, N.C.

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**Total Centerline Length.....(0.40 miles)**



# City of Greensboro

## Contract Signature Authorization Sheet

### Field Operations

**Vendor:** Lambeth Management

**Tracking number:** 2,304

**Contract Number:**

**Change Order Number:**

**Service, Item or Project Description:**

Deed easement and private street maintenance agreement for Barrington Place Association.

#### Signatures



*[Signature]*

Date: 1-24-11

**Department Head Recommendation/Authorization**

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



*N/A*

Date: 1/26/11

**Financial Officer**



*[Signature]*

Date: 1-28-11

**City Attorney: Approved as to form**



*[Signature]*

Date: 1-31-11

**Assistant City Manager: Authorized**



*William A. Knight*

Date: 1-31-11

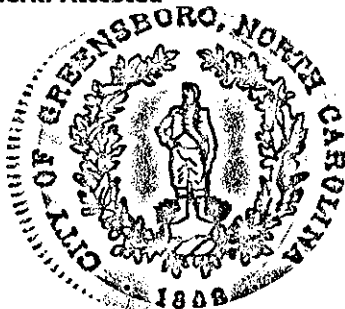
**Mayor: Executed**



*[Signature]*

Date: 2/2/11

**City Clerk: Attested**





# Contract Routing Control Sheet

## Field Operations

Contact: Dale Wyrick Phone: 373-2783

### Other Type Agreement

**Tracking#:** 2,304      **Date Submitted:** 1/20/2011      **Date Needed:**  
**Contract#:**      **Change Order#:**      **Lease#:**      **Bid#:**  
**Coliseum#:**      **NCDOT#:**      **Resolution#:**      **Rush:** ☐  
**Requisition#:**      **Email For Pickup:** ☒

**Description:** Deed easement and private street maintenance agreement for Barrington Place Association.

**Comments:** Signitures only. Return interoffice mail to Robin Packard. Return all originals. Legal to notarize.

<b>Vendor:</b>	<b>Account #</b>	<b>CBR</b>	<b>Amount</b>
Lambeth Management			
<b>Vendor#:</b>			
<b>Location:</b>		<b>Total:</b>	
PO box 8071			
Greensboro, NC 27419			

### Signatures

<input checked="" type="checkbox"/> <b>Dept Director</b>	Reviewed By: <u>[Signature]</u>	Date: <u>1-24-11</u>
<input checked="" type="checkbox"/> <b>Finance</b>	Reviewed By: <u>[Signature]</u>	Date: <u>1-25-11</u>
<input checked="" type="checkbox"/> <b>Accounting</b>	Reviewed By: <u>[Signature]</u>	Date: <u>1-26-11</u>
<input checked="" type="checkbox"/> <b>Attorney</b>	Reviewed By: <u>[Signature]</u>	Date: <u>1-28-11</u>
<input checked="" type="checkbox"/> <b>City Manager</b>	Reviewed By: <u>[Signature]</u>	Date: <u>1-31-11</u>
<input checked="" type="checkbox"/> <b>Mayor</b>	Reviewed By: <u>[Signature]</u>	Date: <u>1-31-11</u>
<input checked="" type="checkbox"/> <b>City Clerk</b>	Attested By: <u>[Signature]</u>	Date: <u>2/2/11</u>
<input type="checkbox"/> <b>Purchasing</b>	Reviewed By: _____	Date: _____

**RECEIVED**  
 JAN 31 2011  
 City Manager's Office

**RECEIVED**  
 FEB 01 2011  
 City Clerk's Office

