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GUILFORD CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

10-20-2011 02:19:52 PM

JEFF L. THIGPEN

REGISTER OF DEEDS

BY: GEORGE C GLASER

DEPUTY-GB

BK: R 7284

PG: 15-20

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

NTC

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD)

DEED OF EASEMENT
and
MAINTENANCE AGREEMENT

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this “Agreement”) is made this 5th day of October, 2011 by and between **Brookglen Homeowners 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: “Brookglen Village” and recorded in Plat Book 86, Page 30 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.
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.

Mail To: Dale Wyrick
City of Greensboro - Field Operations
401 Patton Avenue
Greensboro NC 27406

(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.

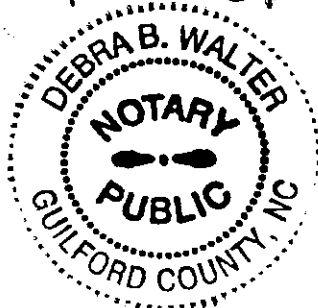
BROOKGLEN HOMEOWNERS ASSOCIATION

By: James Chen Secretary By: Glenda Wilcox (SEAL) President

NORTH CAROLINA

Gilford COUNTY

I certify that James Chen, personally came before me this day and acknowledged that he (she) is current Secretary of Brook Glen HOA and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its current President, sealed with its corporate seal, and attested by himself (herself) as its current secretary. Witness my hand and notarial seal/ stamp, this 1 day of September 2011.



Debra B. Walter
(Notary's signature as name appears on seal)

Debra B. Walter
(Notary's printed name as name appears on seal)

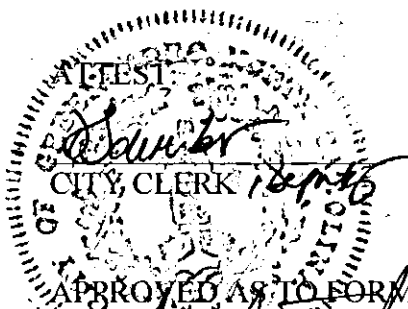
My commission expires: 7/27, 2014

(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. Kiffin (SEAL)
MAYOR



ATTEST:
[Signature]
CITY CLERK

APPROVED AS TO FORM AND LEGALITY.
[Signature]
CITY ATTORNEY (Assist.)

NORTH CAROLINA
GUILFORD COUNTY

I, Sylvia G. Norma, a Notary Public of said County and State, hereby certify that Diana Schreier personally came before me this day and acknowledged that she is Deputy 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 5th day of October, 2011

My commission expires: 4-27-2013

Sylvia G. Norma (Seal)
Notary Public



Exhibit A

List of Streets to be Maintained – Brookglen Village

1. Brookglen Drive, from Pine Haven Drive to End of Street.....(0.19 miles)

Brookglen Drive, measuring a combined width of approximately 27 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) near its beginning at Pine Haven Drive, and narrowing to a width of approximately 21 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), and having a cul-de-sac pavement width of approximately 22 feet, (lip of gutter to lip of gutter), Brookglen Drive being a private street as shown on a map titled “Brookglen Village” and recorded in Plat Book 86, Page 30 in the Office of the Register of Deeds of Guilford County, N.C.

2. Brookglen Lane, from Brookglen Drive to End of Street.....(0.20 miles)

Brookglen Lane, measuring a combined width of approximately 24 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) near its beginning at Brookglen Drive, and widening to a width of approximately 23 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), and having a cul-de-sac pavement width of approximately 22 feet, (lip of gutter to lip of gutter) Brookglen Lane being a private street as shown on a map titled “Brookglen Village” and recorded in Plat Book 86, Page 30 in the Office of the Register of Deeds of Guilford County, N.C.

3. Brookglen Court, from Brookglen Lane to End of Street.....(0.10 miles)

Brookglen Court, measuring a combined width of approximately 24 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) near its beginning at Brookglen Lane, and narrowing to a width of approximately 21 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), and having a cul-de-sac pavement width of approximately 22 feet, Brookglen Court being a private street as shown on a map titled “Brookglen Village” and recorded in Plat Book 86, Page 30 in the Office of the Register of Deeds of Guilford County, N.C.

Total Centerline Length.....(0.49 miles)



City of Greensboro

Contract Signature Authorization Sheet

Field Operations

Vendor: Prestige Management Group

Tracking number: 2,865

Contract Number:

Change Order Number:

Service, Item or Project Description:

Deed easement and private street maintenance agreement for Brookglen Homeowners Association.



Signatures



[Signature]

Date: _____

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 ABW

Date: 9/28/11

Financial Officer



[Signature]

Date: _____

Assist.

City Attorney: Approved as to form



[Signature]

Date: 10/3/11

Assistant City Manager: Authorized



[Signature]

Date: 10-4-11

Mayor: Executed



[Signature]

Date: 10/5/11

City Clerk: Attested

