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GUILFORD CO, NC FEE \$38.00
PRESENTED & RECORDED:

01-21-2009 10:13:03 AM

JEFF L. THIGPEN
REGISTER OF DEEDS
BY: LINDA F. ALLRED
DEPUTY-GB

BK: R 6967

PG: 2324-2332

NTC

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

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STATE OF NORTH CAROLINA) DEED OF EASEMENT
) and
COUNTY OF GUILFORD) MAINTENANCE AGREEMENT

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this 24th day of November, 2008 by and between **The Point at Lake Jeanette Association, Inc.**, 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: "Section 1, Phase Two, Map 2, Dutchman's Pipe At the Point, A.K.A Rosebay at the Point, Phase Two" as recorded in Plat Book 136 Page 95 in the Office of the Register of Deeds of Guilford County, N.C., "Section 2A, Phase Two, Dutchman's Pipe At the Point, A.K.A. Rosebay at the Point, Phase Two" as recorded in Plat Book 138 Page 005 in said Guilford County Registry and "Section 2B, Phase Two, Dutchman's Pipe At the Point, A.K.A. Rosebay at the Point, Phase Two" as recorded in Plat Book 138 Page 119 in said Guilford County Registry and "Phase One, Rosebay at The Point" and recorded in Plat Book 125 Page 28 in the Office of the Register of Deeds of Guilford County, N.C., " Phase One, Rosebay at the Point" as recorded in Plat Book 125 Page 28 in the Office of the Register of Deeds of Guilford County, N.C., " Indigo at The Lake" as recorded in Plat Book 116 Page 99 in said Guilford County Registry, "Map 1 of 3, Checkerberry Square at The Point", as recorded in Plat Book 116 Page 133 in said Guilford County Registry, and " Map 2 of 3, Checkerberry Square at The Point" as recorded in Plat Book 116 Page 134 in said Guilford County Registry and " Map 1 of 2, Checkerberry Square at The Point, Phase Two" as recorded in Plat Book 128 Page 118 in the Office of the Register of Deeds of Guilford County, N.C., and " Map 2 of 2, Checkerberry Square at The Point, Phase Two" as recorded in Plat Book 128 Page 119 in said Guilford County Registry and "Checkerberry Square at The Point, Phase Four" and recorded in Plat Book 127 Page 6 in the Office of the Register of Deeds of Guilford County, N.C., "Map 2 of 2, Checkerberry Square at The Point, Phase Two" as recorded in Plat Book 128 Page 119 in the Office of the Register of Deeds of Guilford County, N.C., " Map 1 of 3, Checkerberry Square at The Point" as recorded in Plat Book 116 Page 133 in said Guilford County Registry, " Map 2 of 3, Checkerberry Square at The Point" as recorded in Plat Book 116 Page 134 in said Guilford County Registry and " Laurel Cove at the Point" as recorded in Plat Book 116 Page 136 in said Guilford County Registry and "Map 1 of 3, Checkerberry Square at The Point" and recorded in Plat Book 116 Page 133 in the Office of the Register of

Mail to: City of Greensboro, 401 Patton Ave. Greensboro, 27406
attn: Carol Pyrtle

Deeds of Guilford County, N.C., "Checkerberry Square at The Point, Phase Three" and recorded in Plat Book 121 Page 50 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.
 - (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.

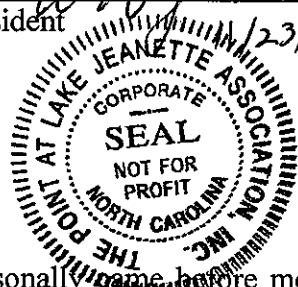
IN WITNESS WHEREOF, the said party of the first part has caused this Deed of Easement and Maintenance Agreement to be signed in its corporate name by its _____ President, attested by its _____ Secretary and sealed with its common corporate seal, on the day and year first above written.

THE POINT AT LAKE JEANETTE ASSOCIATION, INC.

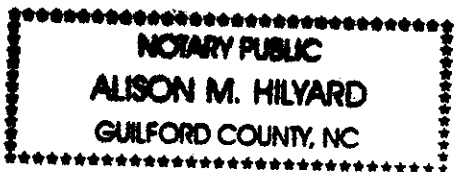
By: Shirley A. Smith Secretary By: Deyle Davis President (SEAL) 11/23/08

NORTH CAROLINA

Gulford COUNTY



I certify that Shirley A. Smith, personally came before me this day and acknowledged that he (she) is The Secretary of Pointe H. A., 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 24th day of November, 2008.



Alison M. Hilyard
(Notary's signature as name appears on seal)

Alison M. Hilyard
(Notary's printed name as name appears on seal)

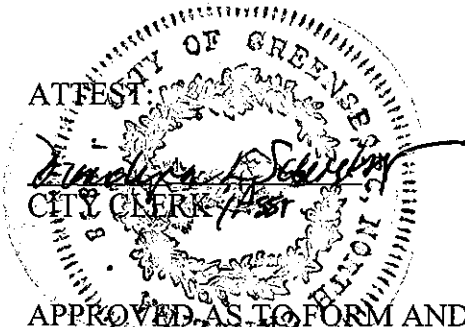
My commission expires: 4/27, 2008

(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 [Signature] (SEAL)
MAYOR



ATTEST:
[Signature]
CITY CLERK

APPROVED AS TO FORM AND LEGALITY.

[Signature]
CITY ATTORNEY

NORTH CAROLINA
GUILFORD COUNTY

I, Janet Valent, a Notary Public of said County and State, hereby certify that Dianalya L. Schreiber personally came before me this day and acknowledged that she is Asst. 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 23rd day of December, 2008.

My commission expires: 11-23-2009

[Signature] (Seal)
Notary Public Janet Valent

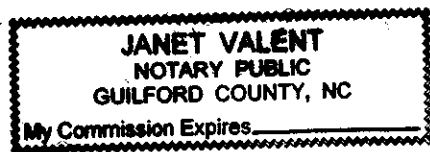


Exhibit A

List of Streets to be maintained – Point at Lake Jeanette

- 1. Dutchman’s Pipe Cove, from Checkerberry Lane to End of Street.....(0.21 miles)**

Dutchman’s Pipe Cove, measuring approximately 20 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), for the majority of its length, and measuring approximately 30 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) in the cul-de-sac at its northern terminus, Dutchman’s Pipe Cove, being a private street as shown on the following maps: “Section 1, Phase Two, Map 2, Dutchman’s Pipe At the Point, A.K.A Rosebay at the Point, Phase Two” as recorded in Plat Book 136 Page 95 in the Office of the Register of Deeds of Guilford County, N.C., “Section 2A, Phase Two, Dutchman’s Pipe At the Point, A.K.A. Rosebay at the Point, Phase Two” as recorded in Plat Book 138 Page 005 in said Guilford County Registry and “Section 2B, Phase Two, Dutchman’s Pipe At the Point, A.K.A. Rosebay at the Point, Phase Two” as recorded in Plat Book 138 Page 119 in said Guilford County Registry.

- 2. Rosebay Lane, from Checkerberry Lane to End of Street.....(0.27 miles)**

Rosebay Lane, measuring approximately 22 feet from edge of pavement to edge of pavement for the majority of its length, with a cul-de-sac pavement width of approximately 24 feet, Rosebay Lane, being a private street as shown on a map titled: “Phase One, Rosebay at The Point” and recorded in Plat Book 125 Page 28 in the Office of the Register of Deeds of Guilford County, N.C.

- 3. Rosebay Circle, from Rosebay Lane to End of Street.....(0.06 miles)**

Rosebay Circle, measuring approximately 23 feet from edge of pavement to edge of pavement, with a cul-de-sac pavement width of approximately 25 feet, Rosebay Circle, being a private street as shown on a map titled: “Phase One, Rosebay at The Point” and recorded in Plat Book 125 Page 28 in the Office of the Register of Deeds of Guilford County, N.C.

- 4. Checkerberry Lane, from Bass Chapel Rd., Lake Jeanette Rd. Intersection and North Elm Street to End of Street.....(0.62 miles)**

Checkerberry Lane, varying in pavement width from approximately 50 feet at its entrance off North Elm Street to approximately 14 feet, Checkerberry Lane, being a private street as shown on the following maps: “ Phase One, Rosebay at the Point” as recorded in Plat Book 125 Page 28 in the Office of the Register of Deeds of Guilford County, N.C., “ Indigo at The Lake” as recorded in Plat Book 116

Page 99 in said Guilford County Registry, "Map 1 of 3, Checkerberry Square at The Point", as recorded in Plat Book 116 Page 133 in said Guilford County Registry, and " Map 2 of 3, Checkerberry Square at The Point" as recorded in Plat Book 116 Page 134 in said Guilford County Registry.

5. Bearberry Point, from Checkerberry Lane to End of Street.....(0.22 miles)

Bearberry Point, measuring approximately 23 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), for the majority of its length and measuring approximately 26.5 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) within its cul-de-sac, Bearberry Point, being a private street as shown on the following maps: " Map 1 of 2, Checkerberry Square at The Point, Phase Two" as recorded in Plat Book 128 Page 118 in the Office of the Register of Deeds of Guilford County, N.C., and " Map 2 of 2, Checkerberry Square at The Point, Phase Two" as recorded in Plat Book 128 Page 119 in said Guilford County Registry.

6. Foxglove Lane, from Checkerberry Lane to End of Street.....(0.14 miles)

Foxglove Lane, measuring approximately 23 feet to 25 feet from edge of pavement to edge of pavement, Foxglove Lane being a private street located within Section Common Area as shown a map titled "Checkerberry Square at The Point, Phase Four" and recorded in Plat Book 127 Page 6 in the Office of the Register of Deeds of Guilford County, N.C.

7. Cross Vine Lane, from Bearberry Point to Laurel Cove.....(0.22 miles)

Cross Vine Lane, varying in width from approximately 20 feet to 26 feet from edge of pavement to edge of pavement, Cross Vine Lane, being a private street as shown on the following maps: "Map 2 of 2, Checkerberry Square at The Point, Phase Two" as recorded in Plat Book 128 Page 119 in the Office of the Register of Deeds of Guilford County, N.C., " Map 1 of 3, Checkerberry Square at The Point" as recorded in Plat Book 116 Page 133 in said Guilford County Registry, " Map 2 of 3, Checkerberry Square at The Point" as recorded in Plat Book 116 Page 134 in said Guilford County Registry and " Laurel Cove at the Point" as recorded in Plat Book 116 Page 136 in said Guilford County Registry.

8. Checkerberry Alley, from Checkerberry Lane to Checkerberry Lane.....(0.24 miles)

Checkerberry Alley, measuring approximately 16 feet from edge of pavement to edge of pavement, Checkerberry Alley, being a private alley as shown on a map titled "Map 2 of 3, Checkerberry Square at The Point" and recorded in Plat Book 116 Page 134 in the Office of the Register of Deeds of Guilford County, N.C.

9. Thimbleberry Alley, from Checkerberry Lane to Checkerberry Lane.....(0.17 miles)

Thimbleberry Alley, measuring approximately 16 feet from edge of pavement to edge of pavement, Thimbleberry Alley, being a private alley as shown on a map titled "Map 1 of 3, Checkerberry Square at The Point" and recorded in Plat Book 116 Page 133 in the Office of the Register of Deeds of Guilford County, N.C.

10. Checkerberry Square, from Checkerberry Lane to Checkerberry Lane.....(0.09 miles)

Checkerberry Square, measuring approximately 16 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), Checkerberry Square, being a private street as shown on a map titled "Map 2 of 3, Checkerberry Square at The Point" and recorded in Plat Book 116 Page 134 in the Office of the Register of Deeds of Guilford County, N.C.

11. Laurel Cove, from Northern End of Street to Southern End of Street.....(0.24 miles)

Laurel Cove, measuring approximately 22 feet from edge of pavement to edge of pavement, and approximately 26 feet from edge of pavement to edge of pavement within its cul-de-sacs, Laurel Cove, being a private street as shown on a map titled "Laurel Cove at The Point" and recorded in Plat Book 116 Page 136 in the Office of the Register of Deeds of Guilford County, N.C.

12. Cross Vine Cove, from Cross Vine Lane to End of Street.....(0.08 miles)

Cross Vine Cove, measuring approximately 20 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), and approximately 25 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) within its cul-de-sac, Cross Vine Cove, being a private street as shown on a map titled "Checkerberry Square at The Point, Phase Three" and recorded in Plat Book 121 Page 50 in the Office of the Register of Deeds of Guilford County, N.C.

13. Thimbleberry Square, from Checkerberry Lane to Checkerberry Lane.....(0.10 miles)

Thimbleberry Square, measuring approximately 16 feet from edge of pavement to edge of pavement, (lip of gutter to lip of gutter) Thimbleberry Square, being a private street as shown on a map titled

“Map 1 of 3, Checkerberry Square at The Point” and recorded in Plat Book 116 Page 133 in the Office of the Register of Deeds of Guilford County, N.C.

Total Centerline Length.....(2.66 miles)

CITY OF GREENSBORO CONTRACT SIGNATURE AUTHORIZATION

Vendor	Contract #	C/O	TrackingNumber
The Point at Lake Jeanette Association, Inc.			19040
Service, Item or Project Descriptio	Department		
Deed of Easement and Street Maintenance Agreement	Field Operations		

D.D. Wyatt 12-8-08
 Department Head Recommendation/Authorizatio Date

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

N/A Act 12/9/08
 Deputy Finance Officer Date

Anaigina N. Renter 12/10/08
 City Attorney: Approved as to form Date

Paul Mason 12/16/08
 Assistant City Manager: Authorized Date

Yvonne K Johnson 12/22/08
 Mayor: Executed Date

Dave T 12/19/08
 City Clerk: Attested Date

