


BK: R 7974
PG: 2076-2082
RECORDED:
09-14-2017
01:11:47 PM
BY: MARY BROWN
DEPUTY-GB


2017051936
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00
NO TAXABLE
CONSIDERATION

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

7
b

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

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this ____ day of _____, _____ by and between **Villas at New Garden Homeowner's 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: Final Plat Phase 4, "The Villas at New Garden" and recorded in Plat Book 170, Page 87 in the Office of the Register of Deeds of Guilford County, N.C. , Final Plat Phase 6, "The Villas at New Garden" recorded in Plat Book 170, Page 97 in said Guilford County Registry, Final Plat Phase 7, "The Villas at New Garden" recorded in Plat Book 177, Page 12 in said Guilford County Registry, Final Plat Phase 2, "The Villas at New Garden" recorded in Plat Book 164, Page 40 in said Guilford County Registry, Final Plat Phase 3, "The Villas at New Garden" recorded in Plat Book 167, Page 72 in said Guilford County Registry, Final Plat Phase 8, "The Villas at New Garden" recorded in Plat Book 183, Page 28 in said Guilford County Registry, Final Plat Phase 5, "The Villas at New Garden" recorded in Plat Book 174, Page 56 in said Guilford County Registry, Final Plat Phase 1, "The Villas at New Garden" recorded in Plat Book 163, Page 18 in said Guilford County Registry.

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 – Field Operations
Attn: Dena Davis
401 Patton Avenue
Greensboro, NC 27406

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.

VILLAS AT NEW GARDEN HOMEOWNER'S ASSOCIATION, INC.

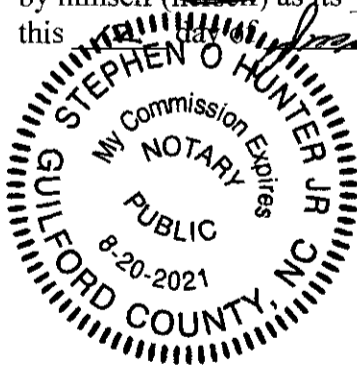
By: Robert Angell Secretary By: Frank Sutthard President (SEAL)



NORTH CAROLINA

Guilford COUNTY

I certify that Robert Angell and Frank Sutthard, personally came before me this day and acknowledged that he (~~she~~) is _____ Secretary of The Villas at New Garden, 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 _____ day of _____, 2017.



Stephen O. Hunter Jr
(Notary's signature as name appears on seal)

Stephen O. Hunter Jr
(Notary's printed name as name appears on seal)

My commission expires: 8/20, 2021

(affix notary seal in space above)

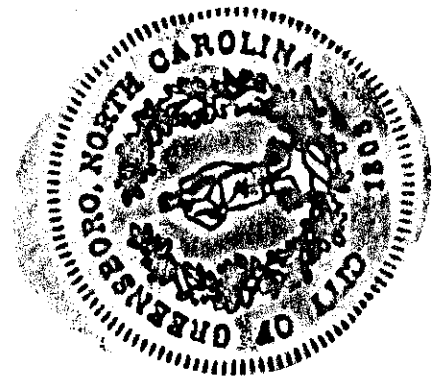
IN WITNESS WHEREOF, the Grantee has caused this Deed of Easement and Maintenance Agreement to be signed in its name by its Mayor, to be attested by its City Clerk, and its corporate seal to be hereunto affixed, all on the day and year first above written.

CITY OF GREENSBORO

BY Nancy Vaughn (SEAL)
MAYOR

ATTEST:

Angela Reed
CITY CLERK
Deputy



APPROVED AS TO FORM AND LEGALITY.

[Signature]
CITY ATTORNEY (Deputy)

NORTH CAROLINA
GUILFORD COUNTY

I, Jennifer G. Smith-Sutphin, a Notary Public of said County and State, hereby certify that Angela Lord 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 15 day of August, 2017.

My commission expires: 2-29-2020

Jennifer G. Smith-Sutphin (Seal)
Notary Public

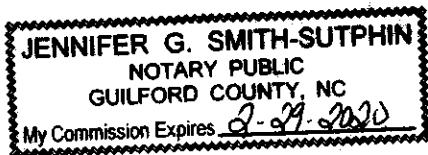


Exhibit A

List of Streets to be Maintained – Linden Lane

- 1) Linden Lane, from New Garden Rd to End of Street..... (0.138 miles)**

Linden Lane, measuring approximately 20 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) from its beginning at New Garden Road, for the remainder of its length. Linden Lane, being a 20 foot private drive located within a Common Element as shown on maps titled Final Plat Phase 4, "The Villas at New Garden" and recorded in Plat Book 170, Page 87 in the Office of the Register of Deeds of Guilford County, N.C. , Final Plat Phase 6, "The Villas at New Garden" recorded in Plat Book 170, Page 97 in said Guilford County Registry, Final Plat Phase 7, "The Villas at New Garden" recorded in Plat Book 177, Page 12 in said Guilford County Registry, Final Plat Phase 2, "The Villas at New Garden" recorded in Plat Book 164, Page 40 in said Guilford County Registry, Final Plat Phase 3, "The Villas at New Garden" recorded in Plat Book 167, Page 72 in said Guilford County Registry, Final Plat Phase 8, "The Villas at New Garden" recorded in Plat Book 183, Page 28 in said Guilford County Registry, Final Plat Phase 5, "The Villas at New Garden" recorded in Plat Book 174, Page 56 in said Guilford County Registry, Final Plat Phase 1, "The Villas at New Garden" recorded in Plat Book 163, Page 18 in said Guilford County Registry.

Total Centerline Length.....(0.138 miles)

E-VERIFY AFFIDAVIT OF

The Villas at New Garden Homeowners Association

Company

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I desire to bid and/or enter into a contract with the City of Greensboro:

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

 After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

X I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

 After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

X Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor: n/a

This the 31st day of July, 2017.

Sworn to and subscribed before me,

this the 31 day of July, 2017.

Tiffany Hanlon, Notary Public

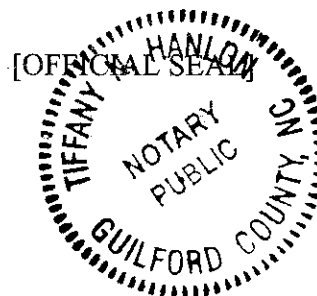
My Commission Expires: 6/1/18

Lambeth Management

Affiant

Jennifer Rudisill/ Property Manager

Title





City of Greensboro Contract Signature Authorization Sheet Field Operations

Vendor: Lambeth Management Company

Tracking number: 13,143

Contract Number:

Change Order Number:

Service, Item or Project Description:

Deed of Easement and Maintenance Agreement - Villas at New Garden

Signatures

_____ Date: _____
Department Head Recommendation/Authorization

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

OB Welch Date: 7-18-17
Deputy Finance Officer

[Signature] Date: 8-8-17
Deputy City Attorney: Approved as to form

N/A Date: _____
Assistant City Manager: Authorized

Nancy Vaughn Date: 8-15-17
Mayor: Executed

Angela Reed Date: 8-15-17
City Clerk Attested
Deputy

