

County Registry, "Seven Gates, Phase 4" as recorded in Condominium Plat Book 11 Page 54 in said Guilford County Registry, "Seven Gates, Phase 5" as recorded in Condominium Plat Book 11 Page 107 in said Guilford County Registry, "Seven Gates, Phase 6" as recorded in Condominium Plat Book 12 Page 35 in said Guilford County Registry, "Seven Gates, Phase 7" as recorded in Condominium Plat Book 12 Page 57 in said Guilford County Registry, "Seven Gates, Phase 8" as recorded in Condominium Plat Book 12 Page 98 in said Guilford County Registry, "Seven Gates, Phase 16" as recorded in Condominium Plat Book 11 Page 144 in said Guilford County Registry, "Seven Gates, Phase 17" as recorded in Condominium Plat Book 12 Page 91 in said Guilford County Registry, "Seven Gates, Phase 18" as recorded in Condominium Plat Book 12 Page 19 in said Guilford County Registry, "Seven Gates, Phase 19" as recorded in Condominium Plat Book 12 Page 7 in said Guilford County Registry, "Seven Gates, Phase 20" as recorded in Condominium Plat Book 12 Page 11 in said Guilford County Registry and "Maps 1 and 2, Phasing Plan for Seven Gates Condominiums" as recorded in Condominium Plat Book 11, Pages 1 and 2 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.

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.

SEVEN GATES CONDOMINIUM ASSOCIATION INC.

By: Marsha Cole
Secretary

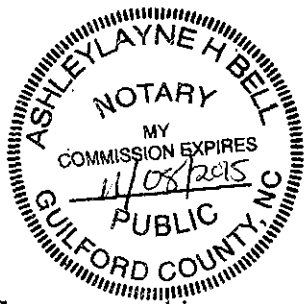
By: Earl Bell (SEAL)
President



NORTH CAROLINA

Guilford COUNTY

I certify that Marsha Cole, personally came before me this day and acknowledged that he (she) is _____ Secretary of Seven Gates Condo Assoc, 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 22 day of June, 2011.



(affix notary seal in space above)

Ashley Layne H. Bell
(Notary's signature as name appears on seal)

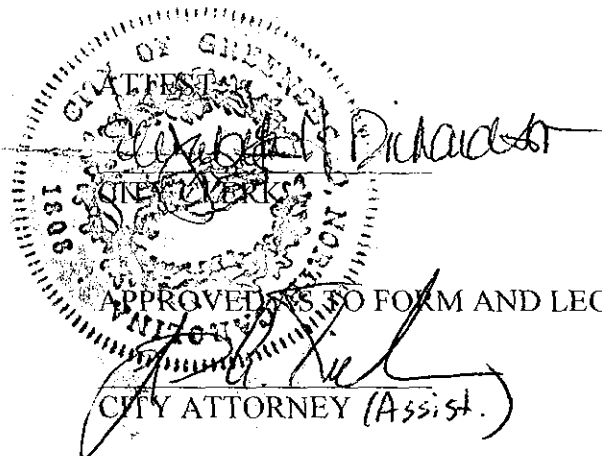
Ashley Layne H. Bell
(Notary's printed name as name appears on seal)

My commission expires: Nov. 08, 2015

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



NORTH CAROLINA
GUILFORD COUNTY

I, Sylvia G. Norman a Notary Public of said County and State, hereby certify that Elizabeth H. Richardson 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 3rd day of August, 2011.

My commission expires: 8-27-2013

Sylvia G. Norman (Seal)
Notary Public



Exhibit A

List of Streets to be Maintained – Seven Gates

1. Perrou Court, from Northlake Drive to Cul-De-Sac..... (0.10 miles)

Perrou Court, measuring approximately 19.8 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) and having a cul-de-sac pavement radius of approximately 42 feet, Perrou Court being a private drive as shown on the following maps: “Seven Gates, Phase 8” as recorded in Condominium Plat Book 12 Page 98 in the Office of the Register of Deeds of Guilford County, N.C., Seven Gates, Phase 9” as recorded in Condominium Plat Book 11 Page 79 in said Guilford County Registry, “Seven Gates, Phase 10” as recorded in Condominium Plat Book 12 Page 136 in said Guilford County Registry, “Seven Gates, Phase 11” as recorded in Condominium Plat Book 12 Page 139 in said Guilford County Registry, “Seven Gates, Phase 12” as recorded in Condominium Plat Book 12 Page 141 in said Guilford County Registry, “Seven Gates, Phase 13” as recorded in Condominium Plat Book 12 Page 147 in said Guilford County Registry, “Seven Gates, Phase 14” as recorded in Condominium Plat Book 13 Page 33 in said Guilford County Registry, “Seven Gates, Phase 15” as recorded in Condominium Plat Book 11 Page 126 in said Guilford County Registry, “Seven Gates, Phase 16” as recorded in Condominium Plat Book 11 Page 144 in said Guilford County Registry and “Map 1 of 2, Phasing Plan for Seven Gates Condominiums” as recorded in Condominium Plat Book 11, Page 1 in said Guilford County Registry.

2. Seven Gates Drive, from Northlake Drive to Perrou Court (0.13 miles)

Seven Gates Drive, measuring approximately 19.8 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter), Seven Gates Drive being a private drive as shown on the following maps: “Seven Gates, Phase 1” as recorded in Condominium Plat Book 11 Page 3 in the Office of the Register of Deeds of Guilford County, N.C., “Seven Gates, Phase 2” as recorded in Condominium Plat Book 11 Page 14 in said Guilford County Registry, “Seven Gates, Phase 3” as recorded in Condominium Plat Book 11 Page 28 in said Guilford County Registry, “Seven Gates, Phase 4” as recorded in Condominium Plat Book 11 Page 54 in said Guilford County Registry, “Seven Gates, Phase 5” as recorded in Condominium Plat Book 11 Page 107 in said Guilford County Registry, “Seven Gates, Phase 6” as recorded in Condominium Plat Book 12 Page 35 in said Guilford County Registry, “Seven Gates, Phase 7” as recorded in Condominium Plat Book 12 Page 57 in said Guilford County Registry, “Seven Gates, Phase 8” as recorded in Condominium Plat Book 12 Page 98 in said Guilford County Registry, “Seven Gates, Phase 16” as recorded in Condominium Plat Book 11 Page 144 in said Guilford County Registry, “Seven Gates, Phase 17” as recorded in Condominium Plat Book 12 Page 91 in said Guilford County Registry, “Seven Gates, Phase 18” as recorded in Condominium Plat Book 12 Page 19 in said Guilford County Registry, “Seven Gates,

Phase 19” as recorded in Condominium Plat Book 12 Page 7 in said Guilford County Registry, “Seven Gates, Phase 20” as recorded in Condominium Plat Book 12 Page 11 in said Guilford County Registry and “Maps 1 and 2, Phasing Plan for Seven Gates Condominiums” as recorded in Condominium Plat Book 11, Pages 1 and 2 in said Guilford County Registry.

Total Centerline Length.....(0.23 miles)



City of Greensboro Contract Signature Authorization Sheet Field Operations

Vendor: Lambeth Management

Tracking number: 2,783

Contract Number:

Change Order Number:

Service, Item or Project Description:

Deed easement and private street maintenance agreement for Seven Gates Condominium Association, Inc.

Signatures

[Signature] Date: 7-22-11
Department Head Recommendation/Authorization

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

W/A ABW Date: 7-26-11
Financial Officer

[Signature] Date: 8-01-11
City Attorney: Approved as to form

[Signature] Date: 8-8-11
Assistant City Manager: Authorized

[Signature] Date: 8-3-11
Mayor: Executed

[Signature] Date: ~~8-3-11~~ 8-3-11
City Clerk: Attested