

BK: R 8158
PG: 213-219
RECORDED:
05-29-2019
11:42:37 AM
BY: JEANETTE ZENDEJAS-MEDLEY
DEPUTY-GB



2019026737
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00
NO TAXABLE
CONSIDERATION

7 Jgr

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) DEED OF EASEMENT
) and
COUNTY OF GUILFORD) MAINTENANCE AGREEMENT

THIS DEED EASEMENT AND MAINTENANCE AGREEMENT (this "Agreement") is made this 8 day of March, 2019 by and between **Southern Gates Townhomes Homeowners 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, Boundary & Common Elements-Southern Gates Townhomes" and recorded in Plat Book 178, Page 63 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: Samantha Griffin
City of Greensboro
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.

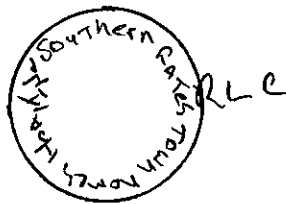
THE designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

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.

SOUTHERN GATES TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: [Signature] Secretary By: [Signature] (SEAL) President



NORTH CAROLINA

Guilford COUNTY

I certify that Mark Blakeman, personally came before me this day and acknowledged that he (she) is _____ Secretary of Southern Gates HOA, 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 8th day of March, 2019.

JENNIFER KIMBRO
Notary Public
Guilford Co., North Carolina
My Commission Expires July 13, 2021

[Signature]
(Notary's signature as name appears on seal)

Jennifer Kimbro
(Notary's printed name as name appears on seal)

My commission expires: 07-13, 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 Vaughan (SEAL)
MAYOR

ATTEST:

Angela Reed
CITY CLERK

APPROVED AS TO FORM AND LEGALITY.

[Signature]
CITY ATTORNEY (Deputy)

NORTH CAROLINA
GUILFORD COUNTY

I, Tebony C. Rosa, a Notary Public of said County and State, hereby certify that Angela hord 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 21st day of May, 2019

My commission expires: July 9, 2022

Tebony C. Rosa (Seal)
Notary Public

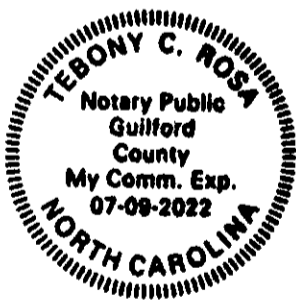


Exhibit A

List of Streets to be Maintained – Southern Gates Drive and Southern Gates Court

1) Southern Gates Drive, from Stratton Hill Drive to End of Street... (0.17 miles)

Southern Gates Drive, measuring approximately 25 feet from edge of pavement to edge of pavement (lip of gutter to lip of gutter) near its beginning at Stratton Hill Drive, for the remainder of its length, Southern Gates Drive, being a 34 foot private drive located within the common elements as shown on a map titled “Final Plat, Boundary & Common Elements-Southern Gates Townhomes” and recorded in Plat Book 178, Page 63 in the Office of the Register of Deeds of Guilford County, N.C.

2) Southern Gates Court, from Stratton Hill Drive to End of Street .. (0.071 miles)

Southern Gates Court, measuring approximately 25 feet in width from edge of pavement to edge of pavement (lip of gutter to lip of gutter) and ending in a “T” turnaround measuring approximately 20 feet x 59 feet, being a 34 foot private drive located within the common elements as shown on a map titled “Final Plat, Boundary & Common Elements-Southern Gates Townhomes” and recorded in Plat Book 178, Page 63 in the Office of the Register Deeds of Guilford County, N.C.

Total Centerline Length.....(0.24 miles)

E-VERIFY COMPLIANCE FORM

The Contractor, represents and covenants that the Contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-169.1. The CITY OF GREENSBORO is relying on this section in entering into this contract. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this contract comply with NCGS 160A-169.1.

The undersigned hereby certifies that he or she is authorized by the Contractor, listed below to make the foregoing statement.

NAME OF CONTRACTOR

DATE

Southern Gate Townhomes POA Inc

5.7.19

Signature



Printed Name

Scott Lambert

Title

Association Manager



City of Greensboro
Contract Signature Authorization Sheet
Field Operations

Vendor: Lambeth Management and Realty Tracking number: 15,965
Contract Number:
Change Order Number:
Service, Item or Project Description:
Deed of Easement and Maintenance Agreement for Southern Gates Townhomes Homeowners Association, Inc.

Signatures

[Signature] Date: 5-10-19
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: 5-14-19
Deputy Finance Officer

[Signature] Date: 5-17-19
Deputy City Attorney: Approved as to form

N/A Date: _____
Assistant City Manager: Authorized

Nancy Vaughn Date: 5/20/19
Mayor: Executed

Angela Reed Date: 5-21-19
City Clerk: Attested

